

**2024-001264**

**Klamath County, Oregon**

**02/16/2024 09:14:01 AM**

**Fee: \$117.00**

When recorded mail to:

**TIMIOS**

**5716 CORSA AVE, SUITE 102**

**WESTLAKE VILLAGE, CA 91362**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

**Document Title: PARTIAL CLAIMS MORTGAGE**

**Document Date: JANUARY 31, 2024**

**Grantor: CLAUDIEN DIEKOW**

**Grantor Mailing Address: 4303 ONYX AVE, KLAMATH FALLS, OREGON 97603**

**Grantee: SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

**Grantee Mailing Address: 451 SEVENTH STREET SW,  
WASHINGTON, DC 20410**

**Legal Description:**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Reference Instrument: 2021-009832 Book: Page:**

This Document Prepared By:

**EDNA KENDRICK**

**FLAGSTAR BANK, N.A.**

**8800 BAYMEADOWS WAY WEST, SUITE 400**

**JACKSONVILLE, FL 32256**

**800-393-4887**

When Recorded Mail To:

**TIMIOS**

**5716 CORSA AVE, SUITE 102**

**WESTLAKE VILLAGE, CA 91362**

**Tax/Parcel #: R-3909-011BB-01200-000**

[Space Above This Line for Recording Data]

**FHA Case No.: 203 431-7332794**

**Lcan No: 0472131403**

## **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **JANUARY 31, 2024**. The mortgagor is **CLAUDIEN DIEKOW** ("Borrower"), whose address is **4303 ONYX AVE, KLAMATH FALLS, OREGON 97603**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SIX THOUSAND FIVE HUNDRED THREE DOLLARS AND 24 CENTS** (U.S. \$6,503.24). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **JULY 1, 2051**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of **KLAMATH**, State of **OREGON**:

which has the address of, **4303 ONYX AVE, KLAMATH FALLS, OREGON 97603** (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Tax Parcel No. R-3909-011BB-01200-000**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be

covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**3. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**5. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**7. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the

right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Claudia Diekow  
Borrower: CLAUDIEN DIEKOW

2/3/2024  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

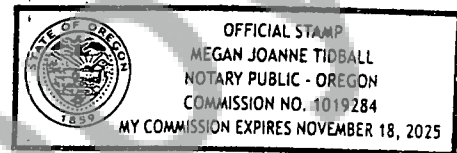
This instrument was acknowledged before me on February 03, 2024 (date) by  
CLAUDIEN DIEKOW (name(s) of person(s)).

\_\_\_\_\_. This notarial act involved the use of communication technology.

Megan Joanne Tidball  
Notary Public (signature)

Notary Printed Name: Megan Joanne Tidball

My commission expires: 18 NOV 2025



**EXHIBIT A**

**BORROWER(S): CLAUDIEN DIEKOW**

**LOAN NUMBER: 0472131403**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON, and described as follows:**

**LOT 4 OF SUMMERS LANE HOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON**

**ALSO KNOWN AS: 4303 ONYX AVE, KLAMATH FALLS, OREGON 97603**

Date: JANUARY 31, 2024

Loan Number: 0472131403

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: CLAUDIEN DIEKOW

Property Address: 4303 ONYX AVE, KLAMATH FALLS, OREGON 97603

### NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower

CLAUDIEN DIEKOW

2/3/2024

Date

Date: JANUARY 31, 2024

Loan Number: 0472131403

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: CLAUDIEN DIEKOW

Property Address: 4303 ONYX AVE, KLAMATH FALLS, OREGON 97603

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of SECRETARY OF HOUSING AND URBAN DEVELOPMENT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
\_\_\_\_\_  
CLAUDIEN DIEKOW

2/3/2024  
\_\_\_\_\_  
Date