

2024-002953

Klamath County, Oregon

04/19/2024 08:07:02 AM

Fee: \$132.00

After Recording Return To:
loanDepot.com, LLC
ATTN: HELOC – DOC CONTROL
6531 Irvine Center Drive, Suite 100
Irvine, CA 92618

Until a change is requested all tax
statements shall be sent to the
following address:
DREW MILLSAP
4039 VALINDA WAY
KLAMATH FALLS, OR 97603

Grantor(s):
DREW MILLSAP
4039 VALINDA WAY
KLAMATH FALLS, OR 97603
Grantee:
loanDepot.com, LLC
6561 Irvine Center Drive
Irvine, CA 92618

True and Actual Consideration is: \$35,000.00

[Space Above This Line For Recording Data]

Mortgage Electronic Registration Systems, Inc.
is the Nominee of Lender
PO Box 2026
Flint, MI 48501-2026

MILLSAP
Loan #: 921824363
PIN: R-3909-012CD-04800-000
MIN: 101665558711711555
MERS Phone: 1-888-679-6377

TRUST DEED
(LINE OF CREDIT TRUST DEED)

THIS TRUST DEED, dated April 11, 2024, is between DREW MILLSAP residing at 4039 VALINDA WAY, KLAMATH FALLS, OR 97603 the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and Fidelity National Title Company of Oregon, as trustee and hereinafter referred to as the "Trustee," with an address at 900 SW 5th Avenue, Mezzanine, Portland, OR 92704 for the benefit of "Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for loanDepot.com, LLC its successors and assigns, (hereinafter "you" or "Lender"), with an

address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Beneficiary." The Lender has an address of 6561 Irvine Center Drive, Irvine, CA 92618.

You have appointed MERS as your nominee for this Loan (as hereafter described), and attached a MERS Rider to this Security Instrument, to be executed by us, which further describes the relationship between you and MERS, and which is incorporated into and amends and supplements this Deed of Trust.

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Premises located at: 4039 VALINDA WAY, KLAMATH FALLS, OREGON 97603 (the "Premises") and further described as:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON AS SPECIFICALLY SET FORTH HEREIN: LOT 5 IN BLOCK 18 OF TRACT 1127-NINTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto.

TERM: The maximum term of the Agreement is 30 years, including any renewals or extensions thereof.

LOAN: The Trust Deed will secure your loan in the maximum principal amount of \$ 35,000.00 or so much thereof as may be advanced and re-advanced from time to time to DREW MILLSAP the Borrower(s) under the Home Equity Line of Credit Agreement And Disclosure Statement (the "Agreement") dated April 11, 2024, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of April 11, 2054. This Trust Deed will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Trust Deed, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Trust Deed entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

☐ 1-4 Family Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Planned Unit Development ☒ Other(s) (specify): MERS Rider,
Rider

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

GRANTOR'S IMPORTANT OBLIGATIONS:

(a) **PAYMENT AND PERFORMANCE:** We will pay to you all amounts secured by this Trust Deed as they become due, and shall strictly perform our obligations.

(b) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. (We will not conduct or permit any nuisance or waste on or to the Premises.) We will not use the Premises illegally. If this Trust Deed is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Trust Deed, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any trust deed or deed of trust that has priority to this Trust Deed.

(f) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(g) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Trust Deed, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Trust Deed secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Trust Deed. Any replacement

insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any trust deed or deed of trust that has priority to this Trust Deed.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Trust Deed may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Trust Deed without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree neither to abandon nor to leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Trust Deed shall survive the execution and delivery of this Trust Deed, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Trust Deed, you or the Trustee may, in accordance with applicable law, pursue and enforce any rights you or the Trustee have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Trust Deed, invoke the power of sale conveyed hereunder and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you or the Trustee may pursue and enforce, you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Trust Deed. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Trust Deed immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents and/or the Trustee or the Trustee's agents arising out of or related to this Trust Deed or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Trust Deed and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Trust Deed. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Trust Deed will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Trust Deed is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Trust Deed, and provided any obligation to make further advances under the Agreement has terminated, this Trust Deed and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Trust Deed shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at loanDepot.com, LLC, 6561 Irvine Center Drive, Irvine, CA 92618 or to such other address as you may designate by notice to us. Any

notice provided for in this Trust Deed shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Trust Deed and provided your obligation to make further advances under the Agreement has terminated, the Trustee shall discharge this Trust Deed without charge to us, except that we shall pay any fees for recording of a reconveyance of this Trust Deed.

SEVERABILITY: If any provision in this Trust Deed is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

GENERAL: You (or the Trustee) can waive or delay enforcing any of your rights under this Trust Deed without losing them. Any waiver by you of any provisions of this Trust Deed will not be a waiver of that or any other provision on any other occasion.

SUBSTITUTE TRUSTEE: Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which this Trust Deed is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

MERGER: There shall be no merger of the interest or estate created by this Trust Deed with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

THIS TRUST DEED has been signed by each of us under seal on the date first above written.

 (Seal)
DREW MILLSAP

State of Oregon

County of Klamath

This instrument was acknowledged before me on this 11th day of April, 2024 by DREW MILLISAP.



(Seal)


Notary Public

Martha F. Kleyn-Schoorel
Printed Name

My commission expires on: 02-24-2028

Loan Originator Cyndi Hernandez NMLS ID 199928
Lender loanDepot.com, LLC
NMLS ID 174457

HELOC - OR Trust Deed with MERS
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SigniaDocs, Inc. 2022

Loan Number: 921824363
Borrower: MILLSAP
MIN. 101665558711711555

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)**

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER is made this 11th day of April, 2024, and is incorporated into and amends and supplements the Deed of Trust or Mortgage Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to loanDepot.com, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

4039 VALINDA WAY, KLAMATH FALLS, OREGON 97603
[Property Address]

In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The DEFINITIONS section of the Security Instrument is amended as follows:

"Lender" is loanDepot.com, LLC. Lender is a Limited Liability Company organized and existing under the laws of DE. Lender's address is 6561 Irvine Center Drive, Irvine, CA 92618. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties, and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The DEFINITIONS section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

B. TRANSFER OF RIGHTS IN THE PROPERTY

The TRANSFER OF RIGHTS IN THE PROPERTY section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and

agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KLAMATH:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON AS SPECIFICALLY SET FORTH HEREIN: LOT 5 IN BLOCK 18 OF TRACT 1127-NINTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

which currently has the address of		4039 VALINDA WAY	
		[Street]	
KLAMATH FALLS	OREGON	97603	("Property Address");
[City]	[State]	[Zip Code]	

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES; BORROWER'S PHYSICAL ADDRESS

Section 16 of the Security Instrument is amended to read as follows:

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed

to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will be deemed to have been given to MERS only when actually received by MERS.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

D. SALE OF NOTE

Section 21 of the Security Instrument is amended to read as follows:

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

E. SUBSTITUTE TRUSTEE

Section 28 of the Security Instrument is amended to read as follows:

28. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power, and duties conferred upon Trustee and by Applicable Law.

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


DREW MILLSAP

Date: 4/11/2024

Loan Originator Cyndi Hernandez NMLS ID 199928
Lender loanDepot.com, LLC
NMLS ID 174457

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