

2024-009643

Klamath County, Oregon

11/05/2024 08:39:01 AM

Fee: \$107.00

Recording Requested By:
Freedom Mortgage Corporation
951 Yamato Road
Boca Raton, FL 33431

After Recording Return To:
Freedom Mortgage Corporation C/O:
Mortgage Connect, LP
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 550727
Recording Number: 3165461

This document was prepared by: Freedom Mortgage Corporation, 11988 Exit 5 Pkwy Bldg 4,
Fishers, IN 46037-7939, 855-690-5900

Space Above This Line For Recording Data

FHA Case No. 431-7456791-703

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on October 4, 2024.

The Mortgagor is **JUSTIN ERIC BACIGALUPI AND CRIMSON BACIGALUPI**

Whose address is 4749 HARLAN DR KLAMATH FALLS, OR 97603 ("Borrower").

Trustee: AmeriTitle, LLC

This Security Instrument is given to the Secretary of Housing and Urban Development, its successors and assigns whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of nineteen thousand two hundred seventy-six and 92/100 Dollars (U.S. 19,276.92). 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 February 1, 2052.

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 2 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,

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with the power of sale the following described property located in **Klamath** County, State of OREGON which has the address of 4749 HARLAN DR KLAMATH FALLS, OR 97603, (“Property Address”) more particularly described as follows: *See Exhibit A for Legal Description*

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 any encumbrances or 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.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

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

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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 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall 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 to the extent permitted by applicable law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including without limitation reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee without demand on Borrower shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including without limitation reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

8. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument

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and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay all recordation costs. Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted by applicable law.

9. **SUBSTITUTE TRUSTEE.** Lender may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by applicable law.

10. **ATTORNEYS' FEES.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

11. **PROTECTIVE ADVANCES.** This Security Instrument secures any advances Lender, at its discretion, may make to protect Lender's interest in the Property and rights under this Security Instrument.

12. **REQUIRED EVIDENCE OF PROPERTY INSURANCE.** In the following Warning, "you" and "your" means Borrower and "we," "our," and "us" means Lender.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage cover or any mandatory liability insurance requirements imposed by applicable law.

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 nonjudicial 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 in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

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By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sign here to execute
Subordinate Security
Instrument

Justin Eric Bacigalupi

Justin Eric Bacigalupi
(Must be signed exactly as printed)

10 / 28 / 2024
Signature Date (MM/DD/YYYY)

Sign here to execute
Subordinate Security
Instrument

Crimson Bacigalupi

Crimson Bacigalupi
(Must be signed exactly as printed)

10 / 28 / 2024
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Oregon COUNTY OF Clatsop County

On the 28th day of October in the year 2024 before me, the undersigned, Notary Public (or [] if an Online Notary Public), in and for said State, personally appeared by physical presence (or [] if by online notarization/use of audio/video communication technology) Justin Eric Bacigalupi and Crimson Bacigalupi, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known _____ OR Type of Identification Produced: OR Driver's License

WITNESS my hand and official seal.

Linda Faye Boehland

(Signature)

Notary Public: Linda Faye Boehland

(Printed Name)

My commission expires: April 11, 2026 (Notary Public Seal)

(Please ensure seal does not overlap any language or print)

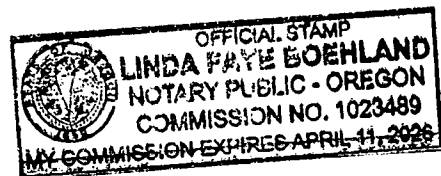
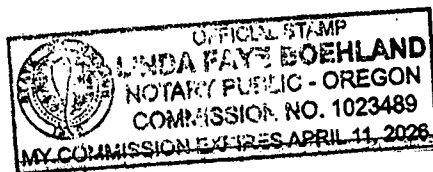


EXHIBIT A

The following described real property situate in Klamath County, Oregon:

Beginning at a point on the Southwesterly boundary line of Tract 36, HOMEDALE, a platted subdivision in Klamath County, Oregon, which is North 43° 30' West a distance of 90 feet from the most Southerly corner of said Tract 36; thence North 46° 30' East parallel to the Southeasterly boundary of said tract 180 feet to the Southwesterly boundary line of that certain parcel conveyed to Charles A. Beckwith and Mary R. Beckwith, husband and wife, by Deed dated and recorded March 3, 1948 in Book 217, page 421, Deed Records of Klamath County, Oregon; thence North 43° 30' West along said Southwesterly boundary line of said Beckwith Tract 57.15 feet to the Southeast corner of that certain parcel of land conveyed to Roy C. King and Blanch King, husband and wife, by Deed dated October 3, 1952 and recorded October 13, 1952 in Book 257, page 203, Deed Records of Klamath County, Oregon; thence North 89° 48' West along the Southern boundary line of said King parcel 47.4 feet to the most Easterly corner of that certain parcel of land conveyed to John Knight and Priscilla A. Knight, husband and wife, by Deed dated February 25, 1948 and recorded March 8, 1948 in Deed Book 218, page 7, Deed Records of Klamath County, Oregon; thence South 46° 30' West along the Southeasterly boundary line of said Knight Tract 145.69 feet, more or less, to the Southwesterly boundary line of said Tract 36; thence South 43° 30' East along said Southwesterly line of said Tract 36 to the place of beginning.

Being the same property as conveyed from Douglas Leroy Hunter to Justin Eric Bacigalupi and Crimson Bacigalupi, as tenants by the entirety as set forth in Deed Instrument #2022-001007 dated 01/24/2022, recorded 01/26/2022, Klamath County, OREGON.

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