

2025-002360

Klamath County, Oregon

04/02/2025 08:11:01 AM

Fee: \$107.00

After Recording Return To:
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

This Document Prepared By:
Antonia Coats
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

Until a change is requested all tax
statements shall be sent to the following
address.

LoanCare LLC, as Agent under
Limited POA for Lakeview Loan
Servicing, LLC
3637 Sentara Way,
Virginia Beach, VA 23453
True and Actual Consideration is:
\$24,762.90

[Space Above This Line For Recording Data]

Loan No: 0062533815

FHA Case No.: 203703431-7492616

PAYMENT SUPPLEMENT DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on **March 20, 2025**. The grantor is **EINAR ERIK OSMUNDSON** ("Borrower"), whose address is **5707 UPLAND DR, KLAMATH FALLS, OR 97603**. The trustee is **AMERITITLE - KLAMATH FALLS**, ("Trustee"), whose address is , , .

This Security Instrument is given to **the Secretary of Housing and Urban Development**, whose address is **451 Seventh Street, SW, Washington, DC 20410** ("HUD"). Borrower is obligated to repay HUD an amount equal to the sum of all advances, including future advances made on Borrower's behalf, up to the principal sum of **TWENTY FOUR THOUSAND SEVEN HUNDRED SIXTY TWO AND 90/100 Dollars (U.S. \$24,762.90)**, under the terms of Borrower's Payment Supplement Note dated the same date as this Payment Supplement Security Instrument (hereinafter "Note" or "Payment Supplement Note"), which provides for the full debt, if not required to be paid earlier, is due and payable on **May 1, 2052**, consistent with the terms of the Payment Supplement Agreement and Payment Supplement Note. This Security Instrument secures to HUD: (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 irrevocably grants and conveys to HUD, with power of sale, the following described property located in the County of **KLAMATH**, State of **OREGON**:



* 0 0 6 2 5 3 3 8 1 5 *



* 1 0 9 9 1 9 + 4 5 *



* 1 0 0 4 3 3 2 5 0 4 *
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See Exhibit "A" attached hereto and made a part hereof;

which has the address of **5707 UPLAND DR, KLAMATH FALLS, OR 97603** "Property Address");

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 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.

Borrower and HUD covenant and agree as follows:

UNIFORM COVENANTS

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

2. Borrower Not Released; Forbearance By HUD Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by HUD to Borrower, or any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successor in interest. HUD 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 HUD in exercising any right or remedy under the Note, Payment Supplement Agreement, or this Security Instrument 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 Borrower and any successors and assigns. Borrower may not assign this Security Instrument to another person or entity without HUD's prior written approval. To the extent there is more than one Borrower, each Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not required by HUD to 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 HUD and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument, the Payment Supplement Agreement, 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 HUD. Any notice to HUD shall be given by first class mail to:



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Department of Housing and Urban Development,
National Servicing Center,
Attention: Payment Supplement,
301 NW 6th Street, Suite 200, Oklahoma City, OK 73102

or any address HUD designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or HUD 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. If 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, the Payment Supplement Agreement, or the Note that can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument, Payment Supplement Agreement, 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 HUD further covenant and agree as follows:

7. Acceleration; Remedies. HUD 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, HUD 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. HUD 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 HUD invokes the power of sale, HUD shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of HUD'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. HUD or Trustee shall give 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. HUD 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, but not limited to, 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.



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If HUD requires immediate payment in full under Paragraph 4 of the Note, HUD 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 HUD of any rights otherwise available to HUD under this paragraph or applicable law.

8. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, HUD shall request Trustee to reconvey the Property and shall surrender this Security Instrument 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 any recordation costs. HUD 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 under applicable law.

9. **Substitute Trustee.** HUD 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. **Bankruptcy Discharge.** If Borrower, subsequent to **March 20, 2025**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, HUD will not attempt to re-establish any personal liability for the underlying debt.

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.

Einar Erik Osmundson
EINAR ERIK OSMUNDSON -Borrower

Date: 3/28/25



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_____ [Space Below This Line For Acknowledgments] _____

State of Oregon

County of Klamath

This instrument was acknowledged before me, a Notary Public on

March 28, 2025 by

EINAR ERIK OSMUNDSON.

Angela Jo Fuller
(Signature of notarial officer)
Angela Jo Fuller
Notary Public
(Title or rank)

My Commission expires : 01/26/2026

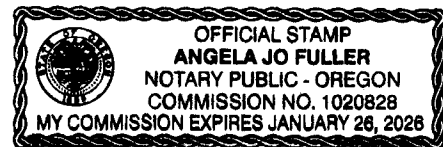


EXHIBIT "A"

Lot 18 in Block 9, TRACT 1270, FIFTH ADDITION TO NORTH HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land located in Lot 18 of Block 9, Tract 1270, FIFTH ADDITION TO NORTH HILLS, situated in the NE1/4 of the NE1/4 of Section 35 the NW1/4 of the NW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the initial point of said Tract 1270, said being a 2 1/2" brass disk; thence along the Easterly boundary of Lot 18 and said Tract 1270, South 21°49'21" East, 48.35 feet to the Easterly corner common to Lots 18 and 19 of said Tract 1270 and the true point of beginning: thence South 56°25'07" West, 127.55 feet to a point of non-tangent curvature on the Northeasterly right of way of upland drive; thence along said right of way, along the arc of a 230.00 foot radius curve to the left, through a central angle of 2°17'58", an arc distance of 9.23 feet (the long chord of which bears N34°45'54" West, 9.23 feet) to a point of non-tangency; thence leaving said right of way, North 60°33'01" East, 128.07 feet to the true point of beginning.