

2015-003751

Klamath County, Oregon

04/22/2015 09:18:00 AM

Fee: \$82.00

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

When recorded mail to: #9239640
F First American Title 
L Loss Mitigation Title Services 28529.2
F P.O. Box 27670
F Santa Ana, CA 92799
F RE: FORNEY - PROPERTY REPORT

Loan No. **0502974400**

(Space Above This Line For Recording Data)

Data ID: **342**

Borrower: **CAMERON B. FORNEY**

Original Recorded Date: **August 24, 2010**

FHA CASE NO.: **431-5127681 703**

Original Principal Amount: **\$216,889.00**

Current Unpaid Principal Balance: **\$204,256.09**

New Principal Balance: **\$158,799.16**

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")¹: **CAMERON B FORNEY AND COURTNEY J FORNEY, whose address is 3462 BARNES WAY, KLAMATH FALLS, OREGON 97603**

Lender ("Lender"): **FLAGSTAR BANK, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042**

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **August 19, 2010**

Loan Number: **0502974400**

Property Address: **3462 BARNES WAY, KLAMATH FALLS, OREGON 97603 ("Property")**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Recorded in INST#2010-010078 of the Official Records of the County Recorder's or Clerk's Office of KLAMATH COUNTY, OREGON.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **October 1, 2014** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **November 1, 2014**.

- A. The new Maturity Date will be: **October 1, 2044**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$158,799.16** (the "New Principal Balance").
- C. Interest at the rate of **4.500%** will begin to accrue on the New Principal Balance as of **October 1, 2014** and the first new monthly payment on the New Principal Balance will be due on **November 1, 2014**. My payment schedule for the modified Loan is as follows:

Loan No: 0502974400

Data ID: 342

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	4.500	10/01/14	\$804.61	\$372.74, may adjust periodically	\$1,177.35, may adjust periodically	11/01/14	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. I have no right of set-off or counterclaim, or any defense to the obligations of the Loan Documents.

Loan No: 0502974400

Data ID: 342

In Witness Whereof, the Lender and I have executed this Agreement.

Date: 1/23/2015

Cameron B. Forney (Seal)
CAMERON B. FORNEY —Borrower

Courtney J. Forney (Seal)
COURTNEY J. FORNEY —Borrower

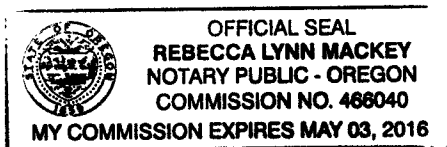
- Individual Acknowledgment -

STATE OF OREGON
COUNTY OF KLAMATH

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§

This record was acknowledged before me on January 23, 2015, by
CAMERON B. FORNEY AND COURTNEY J. FORNEY.

Signature of notarial officer: Rebecca Lynn Mackey
Stamp (if required): Rebecca Lynn Mackey
Title of office: Notary Public
My commission expires: May 3, 2016



Loan No: 0502974400

Data ID: 342

Date: 2-2-2015

Lender: FLAGSTAR BANK By: Selene Finance LP, as Attorney-in-Fact

By: [Signature]

Its: Donna Brammer Vice President

(Printed Name and Title)

- Lender Acknowledgment -

STATE OF TEXAS
COUNTY OF HARRIS

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§

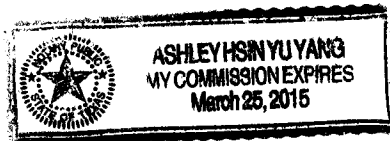
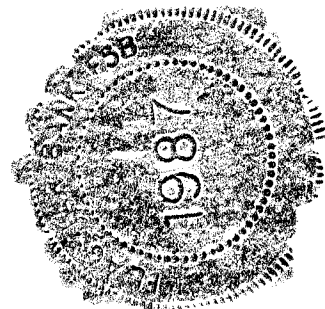
This record was acknowledged before me on 2-2, 20 15,
by Donna Brammer, as Vice President
Selene Finance LP, as Attorney in Fact of FLAGSTAR BANK

Signature of notarial officer: [Signature]

Stamp (if required):

Title of office: Notary

My commission expires: 7/15/15



Loan No: 0502974400



Data ID: 342

Borrower: CAMERON B. FORNEY

Property Address: 3462 BARNES WAY, KLAMATH FALLS, OREGON 97603

LEGAL DESCRIPTION

LEGAL DESCRIPTION: REAL PROPERTY IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS: LOT 50 OF TRACT 1428, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

 FORNEY
49943524 OR
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


Loan No. 0502974400
Borrower: CAMERON B. FORNEY

Data ID: 342

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 23rd day of January, 2015, by and between the undersigned borrower (the "Borrower") and FLAGSTAR BANK, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

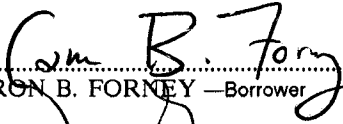
1. Costs and Expenses

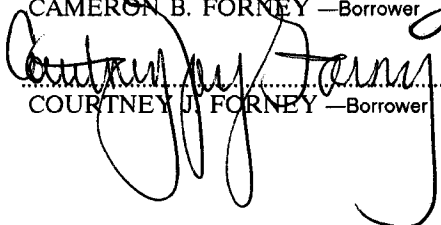
All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.


.....(Seal)
CAMERON B. FORNEY — Borrower


.....(Seal)
COURTNEY J. FORNEY — Borrower