

2015-010056

Klamath County, Oregon

09/10/2015 09:35:04 AM

Fee: \$72.00

After Recording Return To:

Ocwen Loan Servicing, LLC
Attn: Contract Management
P.O. Box 24737
West Palm Beach, FL 33416
Investor #: 12279

_____[Space Above This Line for Recording Data]_____

LOAN MODIFICATION AGREEMENT

Servicer: Ocwen Loan Servicing, LLC
Original Mortgagor / Maker: ANDY L. COLBERT AND LAURA J. COLBERT
Marital Status: MARRIED
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS"), SOLELY AS NOMINEE FOR EAGLE HOME MORTGAGE,
LLC.
Original Amount: \$ 154,574.00
Original Mortgage Date: SEPTEMBER 19, 2008
Date Recorded: SEPTEMBER 23, 2008
Reel / Book: _____ Page / Liber: _____
CRFN / Document/Instrument #: 2008-013251
AP# / Parcel #: 3711033B000900000/ R400952
Property Address: 10904 FISHER STREET
City: BONANZA County: KLAMATH State: OREGON
Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC
Holder's Mailing Address:
(Including county) 5720 Premier Park Dr,
West Palm Beach, FL 33407
Palm Beach County

New Money \$ _____

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only): ☐ YES ☐ NO
AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____

District (MA Only): _____

Lot (DC Only): _____ Square: _____

EXHIBIT "A"

LOT 5 IN BLOCK 9 OF TRACT NO. 1039, YONNA WOODS NO. 2, ACCORDING
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK, KLAMATH COUNTY, OREGON.
.....



Ocwen Loan Servicing, LLC
WWW.OCWENCUSTOMERS.COM
Helping Homeowners is What We Do!™

We are here to help you!
Call toll-free: (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

Investor Loan # _____

After Recording Return To:

Ocwen Loan Servicing, LLC
Attn: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

[Space Above This Line For Recording Data] 602161811

NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this 5/28/2015 between Andy L Colbert Laura J Colbert ("Borrower") and Ocwen Loan Servicing, LLC Lender/Servicer or Agent for Lender/Servicer ("Lender") amends and supplements that certain promissory note ("Note") dated 9/19/2008 in the original principal sum of \$154,574.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of Klamath County, OR.

'MERS' is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender/Servicer or Agent for Lender/Servicer. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026 Flint, MI 48501-2026, (888) 679-MERS.

Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 10904 Fisher St Bonanza, OR 97623, which real property is more particularly described as follows:

(Legal Description Attached if Applicable for Recording Only)

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$161,070.60.
2. The Maturity Date is 6/1/2045.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid

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SMTPNBKv2.1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



in full. Borrower promises to pay interest at the rate required at each Interest Rate Change Date from 6/1/2015 until I pay off my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon the Payment Schedule below.

5. Borrower promises to make monthly principal and interest payments of \$ 757.41, beginning on 7/1/2015, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Payments will be made and delivered to 1661 Worthington Road, Ste.100, West Palm Beach, FL 33409 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required, the monthly payments will be higher and may change as the amounts required for escrow items change.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - Maturity	3.87500%	6/1/2015	\$ 757.41	\$ 258.94, adjusts annually after year 1	\$1,016.35, adjusts annually after year 1	7/1/2015	360

6. If on 6/1/2045 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien on the property.**
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or

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demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender there under. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
12. Borrower agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, Borrower understands that a corrected Agreement will be provided and this Agreement will be void upon notice of such error. Should Borrower elect not to sign any such corrected Agreement, the loan will revert to the terms of the original Loan Documents.

EACH OF THE BORROWER(S) AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. IF APPLICABLE, BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.



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Call toll-free: (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

☒ If this box is checked, Borrower(s) signature must be notarized.

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



Andy L. Colbert
Andy L. Colbert

06/26/2015 Date

State of OR)
County of Clatsop)

On 06/26/2015 before me, Andy L. Colbert personally appeared person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of OR that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

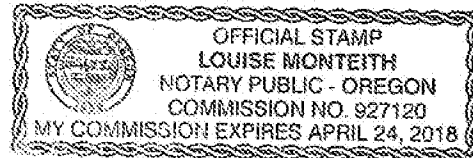
Signature Louise Monteith (Seal)

Print Name: Louise Monteith

Commission expiration date 09/24/2018

Personally Known _____ OR Produced Identification X

Type of Identification Produced ODL



Laura J. Colbert
Laura J. Colbert

06/26/2015 Date

State of OR)
County of Clatsop)

On 06/26/2015 before me, Laura J. Colbert personally appeared person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of OR that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

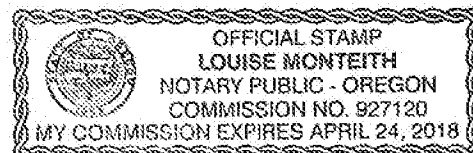
Signature Louise Monteith (Seal)

Print Name: Louise Monteith

Commission expiration date 09/24/2018

Personally Known _____ OR Produced Identification X

Type of Identification Produced ODL



*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 4 blank and return it with the rest of the agreement.

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OCWEN LOAN SERVICING, LLC

By: Kirk Neureth Kirk Neureth
Authorized Officer

Date: 7-21-15

LENDER ACKNOWLEDGMENT

State of IOWA
County of Black Hawk

On this 21 day of July, 2015, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kirk Neureth personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of OCWEN LOAN SERVICING, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Amber Pett
Notary Public **Amber Pett**

My Commission Expires: 9/30/17

