

2017-002566

Klamath County, Oregon

03/10/2017 01:12:00 PM

Fee: \$67.00

After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

This Document Prepared By:  
Amber Mooney, Specialist  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054

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

Bank of America, N.A. successor by merger to BAC  
Home Loans Servicing, LP FKA Countywide Home  
Loans Servicing, LP  
900 West Trade Center  
Charlotte, NC 28255

True and Actual Consideration is: \$0.00

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **September 25, 2003** Loan No: **5040864273**

Original Loan Amount: **\$77,650.00**

Original Lender Name: **KeyBank National  
Association**

Prepared Date: **July 29, 2016**

## LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of July, 2016, between **CARL E CORNWALL** ("Borrower") and **Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countywide Home Loans Servicing, LP**, whose address is **900 West Trade Center, Charlotte, NC 28255** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **September 24, 2003** and recorded in Book/Liber **71547**, Page **M03**, Instrument No: **N/A** and recorded on **September 25, 2003**, of the Official Records of **Klamath County, OR** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**3021 BUTTE STREET, KLAMATH FALLS, OR 97601,**

(Property Address)

the real property described being set forth as follows:



\* 5 0 4 0 8 6 4 2 7 3 \*

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: **5040864273**

8300a 08/14



\* 7 0 7 8 5 + 1 4 \*

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See Exhibit "A" attached hereto and made a part hereof;

**Assignment from Mortgage Electronic Registration Systems, Inc. as nominee for KeyBank National Association, its successors and assigns to Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countywide Home Loans Servicing, LP recorded 11/01/2011 Instrument 2011-012244**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **August 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$74,741.62**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.625%**, from **August 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$608.33**, beginning on the **1st** day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.625%** will remain in effect until principal and interest are paid in full. If on **October 1, 2033** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property 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 require immediate payment in full of all sums secured by the Security Instrument.

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 the 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 demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a)



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above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [ ☐ ].



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

Carl E Cornwall  
CARL E CORNWALL -Borrower

(Seal)

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Oregon

County of Klamath

This instrument was acknowledged before me, a Notary Public on

8-10-16 by

CARL E CORNWALL.

Leah Suzanne Hughes  
(Signature of notarial officer)

Notary  
(Title or rank)

My Commission expires : April 21, 2018

Origination Company: **Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countywide Home Loans Servicing, LP**  
NMLSR ID: 2726



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Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countywide Home Loans Servicing, LP

By: Amber Mooney Assistant Vice President (Seal) - Lender  
Name: \_\_\_\_\_

Title: Bank of America, N.A., By PHH Mortgage It's Attorney in Fact

2/23/17  
Date of Lender's Signature

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_  
State of New Jersey, County of Burlington

On 2/23, 2017, before me, Amelia Curiale,  
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

Amber Mooney  
Assistant Vice President

\_\_\_\_\_, of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

Amelia Curiale  
Notary Public

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_

AMELIA L CURIALE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 05/19/2021



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## **EXHIBIT A**

**LOAN #: 5040864273**

LOT 10, BLOCK 14, STEWART ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.