2017-005804

Klamath County, Oregon

05/30/2017 11:16:00 AM

Loan No: 0033592197

Investor Loan No: 151789576

Fee: \$67.00

After Recording Return To: **PHH Mortgage Services** 1 Mortgage Way Mount Laurel, NJ 08054 Return to Phone: 877-766-8244

This Document Prepared By: Naomi Wren/Specialist PHH Mortgage Corporation 1 Mortgage Way Mount Laurel, NJ 08054

Until a change is requested all tax statements shall be sent to the following address. **PHH Mortgage Corporation** 1 Mortgage Way Mt. Laurel, NJ 08054

True and Actual Consideration is: \$108,393.85

[Space Above This Line For Recording Data]

Original Recording Date: September 02, 2003

Original Loan Amount: \$133,000.00

Original Lender Name: Klamath Public Employees

**Federal Credit Union** 

Prepared Date: May 01, 2017

## LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

This Loan Modification Agreement (the "Agreement"), made and effective this 1st day of May, 2017, between KRISTINE E GOLDEN ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt. Laurel, NJ 08054 ("Lender"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated August 25, 2003, in the original principal sum of U.S. \$133,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Rider(s), if any, dated the same date as the Note and recorded in Book/Liber M03, Page 64581, Instrument No: N/A and recorded on September 02, 2003, of the Official Records of Klamath County, OR. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at

7325 HAGER WAY, KLAMATH FALLS, OR 97603,

(Property Address)

the real property described being set forth as follows:

\* 0 0 3 3 5 9 2 1 9 7 \*
MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac UNIFORM INSTRUMENT

Loan No: 0033592197

8305 08/14

3/04 (page 1 of 5)

## SEE ATTACHED EXHIBIT

Assignment of Deed of Trust from Klamath Public Employees Federal Credit Union to OCUL Services. Dated 08/25/2003, Recorded 09/25/2003, Book M03, Page 71531. Assignment of Deed of Trust from OCUL Services INC. to CUNA Mutual Mortgage Corporation. Dated 09/02/2003, Recorded 09/25/2003, Book M03, Page 71532. Assignment from CUNA Mutual Mortgage Corporation FKA CUNA Mortgage Corporation, CU Mortgage Corporation to PHH Mortgage Corporation. Dated 12/01/2005, Recorded 12/27/2005, Book M05, Page 71769. Quit Claim Deed from Jerald D. Golden to Kristine E Golden Dated 01/26/2017, Recorded 02/07/2017, Instrument # 2017-001303

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

- 1. <u>Current Balance</u>. As of **May 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$108,393.85.
- Interest Rate. 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 5.625%, beginning May 1, 2017, both before and after any default described in the Note. The yearly rate of 5.625% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$568.31, beginning on the 1st day of June, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2057 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 4. <u>Place of Payment.</u> Borrower must make the monthly payments at **PO Box 5457**, **Palatine**, **IL 60055-0112** or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6. <u>Property Transfer</u>. 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



\* 7 7 2 4 7 + 1 4 \*
Form 5161

3/04 (page 2 of 5)

Loan No: 0033592197

8305 08/14

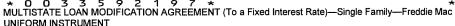
of all sums secured by the Security Instrument.

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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

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 where 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.





\* 7 7 2 4 7 + 1 4

Form 5161

3/04 (page 3 of 5)

Loan No: 0033592197

8305 08/14

In Witness Whereof, the Lender and I have executed this Agreement. (Seal) [Space Below This Line For Acknowledgments] \_\_ State of Oregon County of Klamath OFFICIAL STAMP CISSY MARIE MCSORLEY This instrument was acknowledged before me, a Notary Public on NOTARY PUBLIC-OREGON COMMISSION NO. 948594 MY COMMISSION EXPIRES MARCH 20, 2020 KRISTINE E GOLDEN.

My Commission expires : 03 - 20 - 20

NMLSR ID: 2726

Origination Company: PHH Mortgage Corporation

\* 0 0 3 3 5 9 2 1 9 7 \*
MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac UNIFORM INSTRUMENT

Loan No: 0033592197

8305 08/14

3/04 (page 4 of 5)

PHH Mortgage Corporation		
By: Lance Cinalo	Dana Consalo	(Seal) - Lender
Name: 5-24-17		
Title: ASSISTANT VICE PRESIDENT		
5/24/17		
Date of Lender's Signature		
[Space Below This Line	e For Acknowledgments	]
State of New Jersey, County of Burlington	-	
-1	TUYET	THI-BACH TRAN
On		
<b>,</b>	(please print NO	TARY PUBLIC's name)
a Notary Public in and for said State, personally app	eared	
DANA CONSALO	, ASST. V.P.	of the
Corporation, personally known to me or proved to mindividual whose name is subscribed to the within in the same in their capacity, and that by their signature behalf of which the individual acted, executed the instance of the same in their capacity.	strument and acknowled e on the instrument, the	ctory evidence to be the diged to me that they executed
Notary Public  Notary Public of New Jersey	Tuyel Thi-Back Notary Public of Ne My Commission Expires I	Tran W Jersey
My Commission expires:		warch 13, 2019





\* 0 0 3 3 5 9 2 1 9 7 \* \*
MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac

UNIFORM INSTRUMENT

Loan No: 0033592197

8305 08/14

3/04 (page 5 of 5)

## **EXHIBIT A**

LOAN #: 0033592197

Lots 11 and 12, HAGER ACRES, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.