

2017-006483

Klamath County, Oregon

06/13/2017 03:02:00 PM

Fee: \$72.00

After Recording Return To:
CoreLogic SolEx
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

This Document Prepared By:
CHARNETTA LAING
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

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

FIRST GUARANTY MORTGAGE CORPORATION, BY:
ROUNDPOINT MORTGAGE SERVICING CORPORATION
AS ITS ATTORNEY-IN-FACT
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

True and Actual Consideration is: \$33,756.46

_____[Space Above This Line For Recording Data]_____

Original Recording Date: July 29, 2015

Original Loan Amount: \$114,267.00

Loan No: 1002470241

Investor Loan No: 0215289991

MIN Number: 100031400001143406

FHA Case No.: 431-6095579-703-203B

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20th day of May, 2017, between **RACHELLE PUGH and JOSEPH WOODALL, NOT AS TENANTS IN COMMON BUT WITH RIGHT OF SURVIVORSHIP** whose address is **5579 SUMMERFIELD WAY, KLAMATH FALLS, OR 97603** ("Borrower") and **FIRST GUARANTY MORTGAGE CORPORATION, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT** which is organized and existing under the laws of **The United States of America**, and whose address is **5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Nominee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 23, 2015** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **2015008460** and recorded on **July 29, 2015**, 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 **5579 SUMMERFIELD WAY, KLAMATH FALLS, OR 97603**,



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HUD MODIFICATION AGREEMENT
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(Property Address)

the real property described being set forth as follows:

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

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 **June 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$87,234.57**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$4,182.54** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.500%**, from **June 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$442.00**, beginning on the **1st** day of **July, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2047** (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



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Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. **Additional Agreements.** I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.



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Rachel Pugh (Seal)
RACHELLE PUGH -Borrower

Joseph Woodall (Seal)
JOSEPH WOODALL is signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt.

_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of KLAMATH

This instrument was acknowledged before me, a Notary Public on

JERRY J PEACORE by

RACHELLE PUGH and JOSEPH WOODALL.

[Signature]
(Signature of notarial officer)

MEMBER
(Title or rank)

My Commission expires :

Sept 27, 2017



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FIRST GUARANTY MORTGAGE CORPORATION, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: Demese Dennis-Simmons (Seal) - Lender

Name: Demese Dennis-Simmons

Title: Portfolio Manager

June 7, 2017
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of NORTH CAROLINA
County of MECKLENBURG

I, Gleyra L. Alleyne, a Notary Public in and for said state, (name/title of official) do hereby certify that

Demese Dennis-Simmons, the Portfolio Manager of FIRST GUARANTY MORTGAGE CORPORATION, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

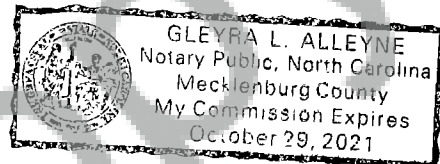
Witness my hand and (where an official seal is required by law) official seal this the 7th day of June, 2017.

Gleyra L. Alleyne
(signature of officer)

Gleyra L. Alleyne
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: 10/29/2021



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Mortgage Electronic Registration Systems, Inc

Name: Paul Hooton

Title: Assistant Secretary

_____[Space Below This Line For Acknowledgments]_____

State of NORTH CAROLINA

County of MECKLENBURG

I, Gleyra L. Alleyne, a Notary Public in and for said state, (name/title of official) do hereby
certify that Paul Hooton, the Assistant Secretary of Mortgage Electronic
Registration Systems, Inc, personally appeared before me on this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law)

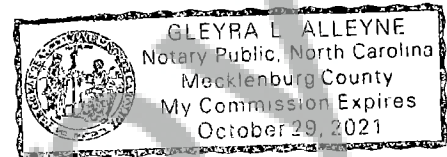
official seal this the 7th day of June, 2017.

Gleyra L. Alleyne
(signature of officer)

Gleyra L. Alleyne
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: 10/29/2021



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Exhibit "A"

Loan Number: **1002470241**

Property Address: **5579 SUMMERFIELD WAY, KLAMATH FALLS, OR 97603**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOTS 53 AND 54, TRACT 1456, SUMMERFIELD RESIDENTIAL COMMUNITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. APN NUMBER: R-3909-014AA-06700-000 AND 06500.



Exhibit A Legal Description Attachment 11/12



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