

**2018-008228**

**Klamath County, Oregon**

07/11/2018 09:26:00 AM

Fee: \$127.00

When recorded mail to:

**FIRST AMERICAN TITLE CO.  
FAMS – DTO RECORDING  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707-9991**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**Document Date: MAY 3, 2018**

**Grantor: CAYMEN ANTHONY GRAHAM**

**Grantor Mailing Address: 2411 VERMONT STREET, KLAMATH FALLS, OREGON 97603**

**Grantee: U.S. BANK N.A.**

**Grantee Mailing Address: 4801 FREDERICA ST  
OWENSBORO, KY 42301**

**Legal Description:**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Reference Instrument: 2016-002818 Book: Page:**



9902919128

This Document Prepared By:  
**MAGHAN TURNER**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**  
**(800) 365-7772**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

Send Tax Statements To:

\_\_\_\_\_

\_\_\_\_\_

Tax/Parcel #: **R510094**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

|  |   |
|--|---|
| <b>Original Principal Amount: \$203,250.00</b> | <b>FHA/VA Case No.: 703 431-6226205</b> |
| <b>Unpaid Principal Amount: \$196,983.72</b>   | <b>Loan No: 9902919128</b>              |
| <b>New Principal Amount: \$145,028.69</b>      |   |
| <b>Capitalization Amount: \$0.00</b>           |   |

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **MAY, 2018**, between **CAYMEN ANTHONY GRAHAM** ("Borrower") whose address is **2411 VERMONT STREET, KLAMATH FALLS, OREGON 97603** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MARCH 15, 2016** and recorded on **MARCH 16, 2016** in **INSTRUMENT NO. 2016-002818**, of the **OFFICIAL** Records of **KLAMATH COUNTY, OREGON**, 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

**2411 VERMONT STREET, KLAMATH FALLS, OREGON 97603**

(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$145,028.69**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$0.00**.
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 **4.3750%**, from **JUNE 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 724.11**, beginning on the **1ST** day of **JULY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full. If on **JUNE 1, 2048** (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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) 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.

In Witness Whereof, I have executed this Agreement.

Borrower: CAYMEN ANTHONY GRAHAM

27 JUN 2018

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF OREGON

COUNTY OF Klamath

This instrument was acknowledged before me on July 27, 2018 by

CAYMEN ANTHONY GRAHAM (name(s) of person(s)).

Kendra A. Trenchard

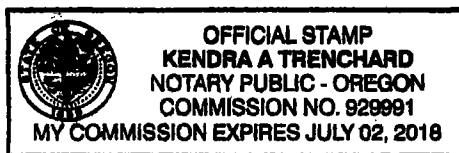
Notary Public

Print Name

Kendra Trenchard

My commission expires:

July 27, 2018



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

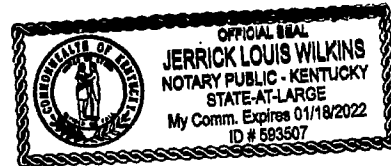
By Terry L. Smith (print name) 7/6/18 Date  
Mortgage Document Officer (title)  
[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7-6-18 by  
Terry L. Smith, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a  
national association, on behalf of said national association.

Jerrick Louis Wilkins  
Notary Public

Printed Name: Jerrick Louis Wilkins  
My commission expires: 01-18-2022



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by CAYMEN ANTHONY GRAHAM to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANC OF CALIFORNIA, NATIONAL ASSOCIATION, DBA BANC HOME LOANS for \$203,250.00 and interest, dated MARCH 15, 2016 and recorded on MARCH 16, 2016 in INSTRUMENT NO. 2016-002818.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANC OF CALIFORNIA, NATIONAL ASSOCIATION, DBA BANC HOME LOANS, ITS SUCCESSORS AND ASSIGNS (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated OCTOBER 24, 2017 and recorded on OCTOBER 31, 2017 in INSTRUMENT NO. 2017-012520.

## EXHIBIT "A"

### PARCEL 1:

A 16 foot road extending along line separating the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, from the W1/2 SE1/4 of said Section 1, said 16 foot road lying Easterly from and adjoining said center line and extending from the Dalles - California Highway Northerly to North line of said SE1/4 of said Section 1, said Township and Range.

### PARCEL 2:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 16.00 feet to a 5/8 inch iron pin; thence continuing East 356.24 feet to a 5/8 inch iron pin being the True Point of Beginning of this description; thence continuing East 248.25 feet, more or less, to a 5/8 inch iron pin in an old fence line on the apparent East line of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed records, and the apparent West line of Piedmont Heights, a duly recorded subdivision; thence Northerly generally along said fence line and its extension 525.36 feet to a 5/8 inch iron pin on the Northerly line of the E1/2 SE1/4; thence South 89° 31' 20" West along said Northerly line 247.08 feet to a 5/8 inch iron pin; thence South 523.30 feet to the True Point of Beginning.

### PARCEL 3:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 16.00 feet to a 5/8 inch iron pin; thence continuing East 356.24 feet to a point; thence North 363.30 to a point which is the True Point of Beginning; thence continuing North 160 feet to the North line of the NE1/4 SE1/4 of said Section 1; thence South 89° 31' 20" West along the North line of said NE1/4 SE1/4 to a point 16 feet East of the NW1/4 corner of



said NE1/4 SE1/4; thence South, 16 feet from and parallel to the West line of said NE1/4 SE1/4, 160 feet to a point; thence North 89° 31' 20" East 361.49 feet to the True Point of Beginning.

**PARCEL 4:**

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 372.24 feet to a 5/8 inch iron pin marking the True Point of Beginning of this description; thence North 363.30 feet to a point 160.00 feet South of the North line of the E1/2 SE1/4 of said Section 1; thence South 89° 31' 20" West, parallel to said North line, 361.49 feet to a point 16.00 feet East (measured at right angles) to the West line of the said E1/2 SE1/4; thence South 00° 50' 00" East parallel to the West line of said E1/2 SE1/4, 245 feet, more or less, to the Southwesterly high water line of the Enterprise Irrigation District high line canal; thence Southeasterly along said high water line to point that is West of the true point of beginning; thence East 116 feet, more or less, to the true point of beginning, with bearings based on recorded survey no. 1978 as recorded in the Klamath County Surveyor's Office.

**PARCEL 5:**

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point marked by a 5/8 inch iron pin, which is North 00° 50' 00" West 2129.13 feet and East 16.00 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel with and 16.00 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 115 feet, more or less, to the Southwesterly high water line of the Enterprise Irrigation District Highline Canal; thence Southeasterly along said high water line to a point that is East of the point of beginning; thence West 240 feet, more or less, to the point of beginning, with bearings based on recorded survey no. 1978.

**PARCEL 6:**

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point, marked by a 5/8 inch iron pin, which is North 00° 50' 00" West 1929.13 feet and East 16.00 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel with and 16.00 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 200.00 feet to a 5/8 inch iron pin; thence East 604.49 feet to a 5/8 inch iron pin in an old fence line on the apparent East line of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed Records, and the apparent West line of Piedmont Heights, a duly recorded subdivision; thence along said fence line, Southerly 361 feet, more or less, and Westerly 191 feet, more or less, to the West bank of the Enterprise Irrigation District high line canal; thence Northwesterly along said bank 179 feet, more or less, to a 5/8 inch iron pin which is East 330.56 feet from the point of beginning; thence West 330.56 feet to the point of beginning.

**PARCEL 7:**

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 5/8 inch iron pin which is North 00° 50' 00" West 1657.12 feet and North 88° 03' 47" East 16 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel to and 16 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 271.46 feet to a 5/8 inch iron pin; thence East 330.56 feet to a 5/8 inch iron pin on the Westerly bank of the Enterprise Irrigation District Highline Canal; thence Southeasterly along said Westerly bank to the Southerly line of the Easterly portion of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed Records; thence West along said Southerly line to the Easterly line of the Southerly portion of said Deed Volume M71, page 3540; thence South along said Easterly line to a 5/8 inch iron pin which is situated North 88° 03' 47" East 271.11 feet from the point of beginning; thence South 88° 03' 47" West 271.11 feet to the point of beginning.