

**2018-015371**

**Klamath County, Oregon**

**12/26/2018 03:28:00 PM**

**Fee: \$142.00**

Recording Requested By and Return To:  
ACCEPTANCE CAPITAL MORTGAGE CORPORATION  
POST CLOSING  
113 E. MAGNESIUM RD., UNIT D  
SPOKANE, WA 99208

[Space Above This Line For Recording Data]

Loan No: S1801022

Data ID: 429

Borrower: JOHN WILLIAM WESTWANG

Original Principal Amount: \_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**

**MERS Phone: 1-888-679-MERS (6377)**

**MIN: 100481720000270529**

This Loan Modification Agreement ("Agreement"), made December 26, 2018, between JOHN WILLIAM WESTWANG AND BEVERLY D WESTWANG, AS TENANTS BY THE ENTIRETY, ("Borrower"), ACCEPTANCE CAPITAL MORTGAGE CORPORATION a Corporation, 113 E. MAGNESIUM RD, UNIT D, SPOKANE, WA 99208 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 tel. (888) 679-MERS ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed ("Security Instrument"), dated May 8, 2018, and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Beneficiary of record (solely as nominee for Lender and Lender's successors and assigns), and recorded in 5/25/2018 IN KLAMATH COUNTY, OR, #2018-006449 of the Official Records in the County Recorder's or Clerk's Office of KLAMATH COUNTY, OREGON securing 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 216 CHAPMAN STREET, GILCHRIST, OREGON 97737, the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

(Page 1 of 6 Pages)



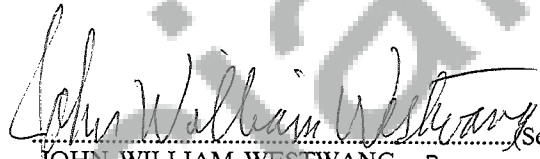
P+00S1801022+3124+01+06+HBMOD2

Loan No: S1801022

Data ID: 429

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. The Note has been amended as set forth in the Amended Note Agreement.
2. The Security Instrument shall be amended to reflect the Note amount of \$267,214.00 and a maturity date of June 1, 2048.
3. 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 the Agreement, the Note and Security Instrument will remain unchanged, and the Borrower, Lender and Beneficiary will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
.....(Seal)  
JOHN WILLIAM WESTWANG —Borrower

  
.....(Seal)  
BEVERLY D WESTWANG —Borrower

(Page 2 of 6 Pages)



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Loan No: S1801022

Data ID: 429

- Individual Acknowledgment -

STATE OF OREGON §  
COUNTY OF ~~KLAMATH~~ DESCUTES §

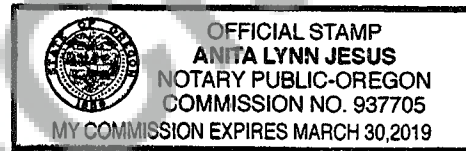
This record was acknowledged before me on 12-26, 2018 by JOHN  
WILLIAM WESTWANG AND BEVERLY D WESTWANG .

Signature of notarial officer: [Signature]

Stamp (if required):

Title of office: ESCROW OFFICER

My commission expires: 3.30.19



(Page 3 of 6 Pages)



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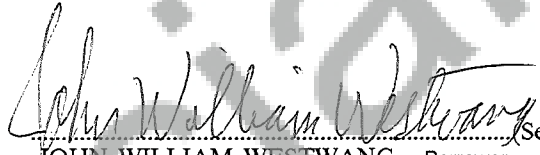
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JOHN WILLIAM WESTWANG —Borrower (Seal)

  
BEVERLY D WESTWANG —Borrower (Seal)

(Page 2 of 6 Pages)



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- Individual Acknowledgment -

STATE OF OREGON §  
COUNTY OF ~~KLAMATH~~ DESCUTES §

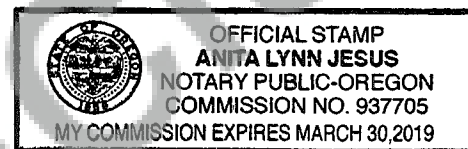
This record was acknowledged before me on 12-26, 2018 by JOHN  
WILLIAM WESTWANG AND BEVERLY D WESTWANG .

Signature of notarial officer: [Signature]

Stamp (if required):

Title of office: ESCROW OFFICER

My commission expires: 3.30.19



Lender: ACCEPTANCE CAPITAL MORTGAGE CORPORATION

By: Franklin B Taylor

Its: Franklin B Taylor, President  
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF WASHINGTON  
COUNTY OF SPOKANE

§  
§

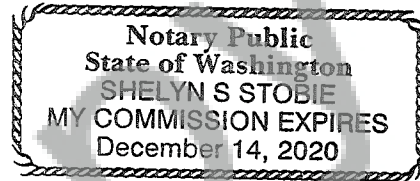
This record was acknowledged before me on December 24, 2018,  
by Franklin Birlaw Taylor, as  
President of ACCEPTANCE CAPITAL MORTGAGE CORPORATION.

Signature of notarial officer: Shelyn S Stobie

Stamp (if required):

Title of office: Notary Public

My commission expires: December 14, 2020



Loan No: S1801022

Data ID: 515

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

By: Franklin B Taylor

Its: Franklin B Taylor, President  
(Printed Name and Title)

- Beneficiary Acknowledgment -

STATE OF WASHINGTON  
COUNTY OF SPOKANE

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§

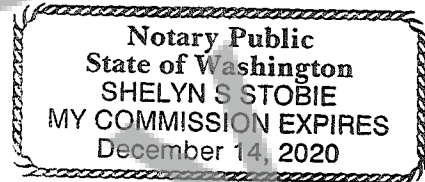
This record was acknowledged before me on December 24, 2018,  
by Franklin Birlaw Taylor as  
President of MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Signature of notarial officer: Shelyn S Stobie

Stamp (if required):

Title of office: Notary Public

My commission expires: December 14, 2020



(Page 5 of 6 Pages)



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## EXHIBIT "A"

220114AM-2

Parcel 1 of Land Partition 27-16, being the W1/2 of Lot 2, Block 3 of Chapman's Tracts, situated in the SW1/4 of Section 25, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Recorded January 10, 2017 as Instrument No. 2017-000240, records of Klamath County, Oregon.

Unofficial  
Copy

ACCEPTANCE CAPITAL MORTGAGE CORPORATION,  
ATTN: SHADDA LEE, 113 E MAGNESIUM ROAD,  
SUITE D, SPOKANE, WASHINGTON 99208

Loan Number: S1801022  
(To be recorded with Security Instrument)

## AFFIXATION AFFIDAVIT REGARDING MANUFACTURED (AND FACTORY BUILT) HOME

The State of OREGON )

County of KLAMATH )

Before me, the undersigned authority, on this day personally appeared JOHN WILLIAM WESTWANG AND  
BEVERLY D. WESTWANG

(Borrower(s)) and ACCEPTANCE CAPITAL MORTGAGE CORPORATION

known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly  
sworn, did each on his/or her oath state as follows:

### DESCRIPTION OF MANUFACTURED HOME

NEW	2019	PALM HARBOR HOMES
New/Used	Year	Manufacturer's Name
400/3104G28562a	PHH310OR18-12983A&B	56FT X 27FT (L X W)
Model Name or Model No.	Manufacturer's Serial No.	Length x Width
ORE 543183	ORE 543184	
HUD Label Number(s):	Certificate of Title Number:	

### MANUFACTURED HOME LOCATION

216 CHAPMAN STREET	KLAMATH	
Street	County	
GILCHRIST	OREGON	97737
City	State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The Manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/we will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc and the formaldehyde health notice.

John William Westwang  
Borrower JOHN WILLIAM WESTWANG Date

Beverly D. Westwang 12-26-18  
Borrower BEVERLY D. WESTWANG Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

In Witness Whereof, Borrower(s) and Lender has executed this Affidavit in my presence and in the presence of undersigned witnesses on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

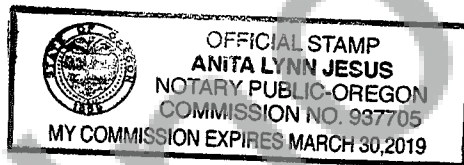
\_\_\_\_\_  
Witness

STATE OF OREGON

COUNTY OF DESCHUTES

The foregoing instrument was acknowledged before me this 26 day of DEC 2018,  
by JOHN WILLIAM WESTWANG AND BEVERLY D WESTWANG

\_\_\_\_\_  
who is personally known to me or who provided DRIVERS LICENSES as identification.



[Signature]  
Notary Public

ANITA LYNN JESUS  
Print Name

My Commission Expires: 3.30.19

## LENDER'S STATEMENT OF INTENT

The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

ACCEPTANCE CAPITAL MORTGAGE CORPORATION

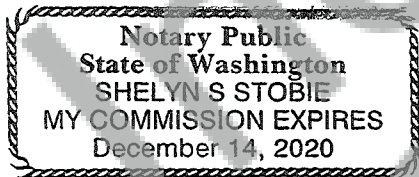
Lender

By: Franklin B. Ester  
Authorized Signature

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF SPOKANE )

On the 24 day of December in the year 2018 before  
me, the undersigned, a Notary Public in and for said State, personally appeared Franklin  
Birlew Taylor

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.



(Official Seal)

Shelyn S Stobie  
Notary Signature

Shelyn Stobie  
Notary Printed Name

Notary Public; State of Washington

Qualified in the County of Spokane

My Commission Expires: Dec. 14, 2020

Drafted By: Franklin B. Taylor