

2019-000539

Klamath County, Oregon



00234608201900005390050054

01/18/2019 11:54:07 AM

Fee: \$102.00

2019-000719

Klamath County, Oregon



00234835201900007190060064

01/24/2019 02:44:24 PM

Fee: \$107.00

**After Recording Return**

To:

Flagstar Bank

Final Documents

W530 1

5151 Corporate Dr

Troy, MI 48098

Parcel ID Number: R-3909-03400-09089-000

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

Original Recording Date: September 28, 2018

Loan No: 504947376

Original Loan Amount: \$108,080.00

Case Number: 043018809322029

MIN Number: 100:0525504.94737611

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 31st day of October, 2018,  
between

Stacia F Hanson, whose address is 10662 Wright Avenue, Klamath Falls, OR 97603 ("Borrower") and BCK Capital Inc. which is organized and existing under the laws of , and whose address is 1420 Esplanade Avenue, Klamath Falls, OR 97601 ("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, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 24, 2018 and recorded in Book/Liber 2018 Page 11841, Instrument No., of the Official Records Klamath County Clerk in Klamath Falls, OR on September 28, 2018 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

10662 Wright Avenue, Klamath Falls, OR 97603,

(Property

Address) the real property described being set forth as follows:

Legal Description attached hereto and made a part here of

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 November 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid

HUD MODIFICATION AGREEMENT  
8300 03/11

(page 1 of 5)

RE-RECORD AT THE REQUEST OF STEVE COE  
TO ADD LEGAL DESCRIPTION REF 2019-000539

Steve Coe  
Returned at Counter

Principal Balance") is \$108,080.00, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$0.00 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 4.288%, from November 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$534.10, beginning on the 1st day of date here, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 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; 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) 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.



Stacia F Hanson - Borrower

(Seal)

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_  
State of Oregon )

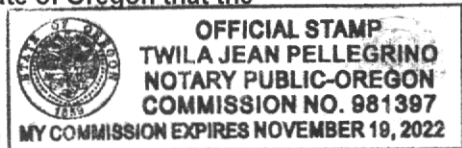
County of Klamath )

On January 10, 2019 before me, Twila Jean Pellegrino personally appeared borrower name here, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Twila Jean Pellegrino (Seal)



**NOTARY MUST PRINT OR TYPE**

This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: Twila Jean Pellegrino

County of notary's principal place of business: Klamath

Notary's phone number: 541-883-340

Notary's registration number: 981397

Commission expiration date: 11-19-2022

LENDER

By: [Signature] (Seal)  
-Lender

Name: STEPHEN R. COE  
Title: PRESIDENT

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

Acknowledged before me in Klamath County, Oregon, On January 17, 2019  
By Stephen R. Coe, the President of All Seasons Mortgage.

[Signature]  
Notary Name  
Klamath  
County

Klamath  
Acting in County



My commission expires: March 15, 2022

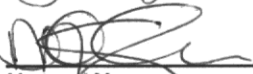


Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Lender

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

Acknowledged before me in Oregon County, Klamath  
On January 18, 2019 by \_\_\_\_\_ of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

  
\_\_\_\_\_  
Notary Name

Klamath  
\_\_\_\_\_  
County

Klamath  
\_\_\_\_\_  
Acting in County



My commission expires : March 15, 2022

EXHIBIT "A"

Unit 10662, (Wright Avenue), Tract 1336 - FALCON HEIGHTS  
CONDOMINIUMS - STAGE 1 according to the official plat thereof on file in the  
office of the County Clerk of Klarnath County, Oregon.