

2019-002300

Klamath County, Oregon

03/13/2019 10:23:01 AM

Fee: \$107.00

After Recording Return To:

Attn: Construction Loan Department

Evergreen Home Loans

15405 SE 37th Street, Suite 200

Bellevue, WA 98006

[Space Above This Line For Recording Data]

**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Fixed Interest Rate)**

Loan Number: 1800281800

TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Construction Conversion Modification Agreement (the "Agreement"), made and effective today, March 6, 2019, between Evergreen Moneysource Mortgage Company, A Washington Corporation ("Lender") and Robert T Britton and Bobbie Sue Britton ("Borrower(s)"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated 05/11/2018 in the original principal sum of U.S. \$350,000.00 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 Fixed Rate Note and recorded on 05/17/2018, under Auditor's File No. 2018-006074, records of Klamath County. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

21854 Merrill Pit RD, Klamath Falls OR 97603, County of Klamath
[Property Address]

the real property described being set forth as follows:

See Attached Eshibit A by this reference made a part hereof:

APN # R898368

MULTISTATE CONSTRUCTION CONVERSION MODIFICATION AGREEMENT --Single Family--Freddie Mac UNIFORM INSTRUMENT

Fixed Interest Rate (Modification of Note)

1 of 5 pages

Form 5162 11/06/page

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

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

1. Current Loan Balance. As of 03/06/2019 the amount payable under the Fixed Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. \$335,710.00.

Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. As of 03/06/2019 the terms and provisions of the interim construction financing stated in the Fixed Rate Note in Paragraphs 2 and 3, are amended and modified as follows:

- (a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of 5.875%. This interest rate shall apply both before and after any default described in the Fixed Rate Note.
- (b) Payments. Borrower promises to make monthly payments in the amount of U.S. \$1,985.85.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the first day of each month beginning on 05/01/2019. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Fixed Rate Note. The monthly payments shall be applied as stated in the Fixed Rate Note.

If on 04/01/2049 (the "Maturity Date"), Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

- (c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Fixed Rate Note remain in full force and effect.
 - (d) Compliance with Covenants. Borrower shall 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.
3. Amendments to the Security Instrument. As of 03/06/2019 the terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:
- (a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$.
 - X (b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$14,290.00.
 - X (c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than 04/01/2049.
 - (d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
 - (e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.

5. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Evergreen Moneysource Mortgage Company
Name of Lender

Robert T Britton
Robert T Britton -Borrower

By: Heather Sparby
Heather Sparby, Controller

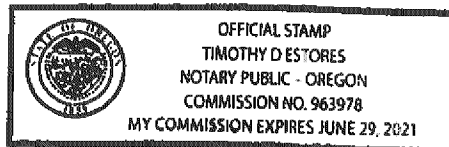
Bobbie Sue Britton
Bobbie Sue Britton -Borrower

_____[Space Below This Line For Acknowledgment In Accordance With Laws Of Jurisdiction]_____

State of Oregon
County of Klamath

This instrument was acknowledged before me on March 8, 2019 (date) by
Robert + Bobbie Sue Britton
(name/s of person/s.)

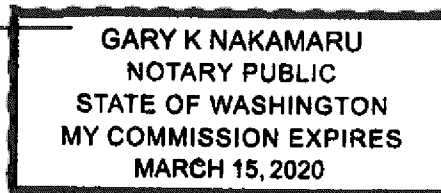
[Signature]
(Signature of Notary Public)
(Seal)



State of Washington
County of King

This instrument was acknowledged before me on MARCH 13, 2019 (date) by
Heather Sparby, as Controller of Evergreen Home Loans.

[Signature]
(Signature of Notary Public)
(Seal)



[Attach Any Applicable Security Instruments Riders]

EXHIBIT "A"

217721AM

Unsurveyed Parcel 1 of Land Partition 19-14 being a Replat of Parcel 3 of Land Partition 10-02, being situated in the W1/2 of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon as recorded March 13, 2015 in 2015-002232, being more particularly described as follows:

Beginning at the 1/4 corner common to Sections 4 and 3 of said Township 41 South, Range 10 E.W.M.; thence S89°41'31" East 1338.17 feet, more or less, to the C-W 1/16 corner of said Section 3; thence Southerly 1324.48 feet, more or less, to the SW1/16 corner of said Section 3; thence N89°53'18" West 1343.94 feet, more or less, to the S1/16 corner common to said Sections 4 and 3; thence N00°47'23" East 1329.02 feet more or less to the point of beginning; containing 40.8 acres, more or less, and with bearings based on record of Survey Number 6831, on file at the office of the Klamath County Surveyor.