2019-007091

Klamath County, Oregon

06/24/2019 02:02:00 PM

Fee: \$97.00

After Recording Return To:

CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

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 Original Recording Date: 4/26/1999
 Loan No: 1428731358

 Original Loan Amount: \$145,000.00
 Investor Loan No: 1428731358

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN 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 Loan Modification Agreement (the "Agreement"), made and effective this 1st day of August, 2019, between Umpqua Bank ("Lender") and Dennis D Dixon and Patricia C Dixon ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 23rd of April, 1999, in the original principal sum of U.S. \$145,000 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 Note and recorded in the Official Records of Klamath County, OR, M99, page 15365, Microfilm Records of Klamath County, Oregon. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

760 Miller Island Rd, Klamath Falis, OR 97601 [Property Address]



the real property described being set forth as follows:

THE E1/2 NE1/4 OF SECTION 29, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM THAT PORTION CONVEYED FOR ROAD PURPOSES.

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

- 1. <u>Current Balance</u>. As of August 1st, 2019, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S \$53,539 88
- 2. <u>Interest Rate</u>. 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 6.750%, beginning July 1st, 2019, both before and after any default described in the Note. The yearly rate of 6.750% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date Borrower promises to make monthly payments of principal and interest of U.S. \$622.07, beginning on the 1st day of August, 2019, and

continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1st, 2029, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

- 4. <u>Place of Payment</u>. Borrower must make the monthly payments at Umpqua Bank, PO Box 230727, Portland, OR 97281-0727, or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6 Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. <u>Compliance with Covenants.</u> 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

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Ag	reement.
Ron Boen, Umpqua BankName of Lender	Dennis D Dixon - Borrowe Date
By Lassistant Vice President	(Seal
Date of Lender's Signature	Patricia C Dixon - Borrowe Date

[Space Below This Line For Ack	nowledgments]
State of Oregon County of <u>OKEGON</u> , <u>Klamath</u> Co	•
This instrument was acknowledged before me, a Notary Pub Late 13, 2019 by Cathy Mason (Signature of notarial officer) Relationship Backer (Title or rank) My Commission expires: May 15,2021 Origination Company: Umpqua Bank NMLSR ID: 401867	OFFICIAL STAMP CATHY SUE MASON NOTARY PUBLIC - OREGON COMMISSION NO 962484 MY COMMISSION EXPIRES MAY 15, 2021

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Umpqua Bank		
State of		
County of Washington		
This instrument was acknowledged before me. on	one 18h, 2019	by
Rou Boan the Assist	tant Vice Prosident	of
Unique Bank		
Migrature of notarial officer)	OFF CALSTAMP	
_ Notany Public	CASANDPA MAY CARLSON NOTARY PI "LIC + OREGON	ı
(Title or rank)	COMMISSION NO. 978374 MY COMMISSION CAPINES AUGUST 23, 20	22
My Commission expires: Ayust 23, 2022		
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