

2019-009634

Klamath County, Oregon

08/22/2019 08:21:01 AM

Fee: \$112.00

When recorded mail to:
PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: JUNE 12, 2019

Grantor: TONI J BENJAMIN

Grantor Mailing Address: 4246 TINGLEY LANE, KLAMATH FALLS, OREGON 97603

Grantee: PNC BANK, NATIONAL ASSOCIATION

**Grantee Mailing Address: 3232 NEWMARK DR
MIAMISBURG, OH 45342**

Legal Description:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE STATE OF OREGON, COUNTY OF
KLAMATH, CITY OF KLAMATH FALLS, AND DESCRIBED AS FOLLOWS:**

SEE EXHIBIT A

Reference Instrument: N/A Book: M04 Page: 48075

******3978**

This Document Prepared By:
SHELLY WINANS
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:
PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Tax/Parcel #: R539769

	[Space Above This Line for Recording Data]
Original Principal Amount: \$72,750.00	FHA/VA/RHS Case No.:484860320512
Unpaid Principal Amount: \$44,765.42	044
New Principal Amount: \$51,414.05	Loan No: ****3978
Capitalization Amount: \$6,648.63	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **12TH** day of **JUNE, 2019**, between **TONI J BENJAMIN** ("Borrower"), whose address is **4246 TINGLEY LANE, KLAMATH FALLS, OREGON 97603** and **PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 15, 2004** and recorded on **JULY 22, 2004** in **INSTRUMENT NO. N/A BOOK M04 PAGE 48075, KLAMATH COUNTY, OREGON**, and (2) the Note, in the original principal amount of U.S. **\$72,750.00**, 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 **4246 TINGLEY LANE, KLAMATH FALLS, OREGON 97603**

the real property described is located in **KLAMATH COUNTY, OREGON** and being set forth as follows:

The land referred to in this document is situated in the STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, and described as follows:

SEE EXHIBIT A

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, **AUGUST 1, 2019** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$51,414.05**, 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. **\$6,648.63**.
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 **4.7500%**, from **AUGUST 1, 2019**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$389.66**, beginning on the **1ST** day of **SEPTEMBER, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2035** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

In Witness Whereof, I have executed this Agreement.

Toni J Benjamin
Borrower: TONI J BENJAMIN

6-24-2019
Date

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BORROWER ACKNOWLEDGMENT

STATE OF OREGON

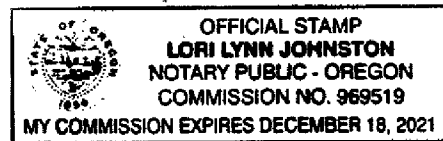
COUNTY OF Klamath

This instrument was acknowledged before me on 6-24-2019 by TONI J BENJAMIN (name(s) of person(s)).

Lori Lynn Johnston
Notary Public

Print Name: Lori Lynn Johnston

My commission expires: 12-18-2021



In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION

By Eileen Burrall (print name)
Mortgage Officer (title)

08-02-19
Date

_____[Space Below This Line for Acknowledgments]_____

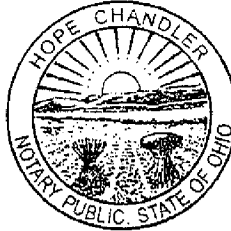
LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 8/2/2019
(date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC BANK, NATIONAL ASSOCIATION**, a national association, on behalf of the national association

[Signature]
Notary Public



HOPE CHANDLER
NOTARY PUBLIC
STATE OF OHIO

RECORDED IN
MONTGOMERY COUNTY
My Commission Expires
September 30, 2020

Printed Name: Hope Chandler
My commission expires: 9/30/2020

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

Exhibit A (Legal Description)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON:

A PARCEL OF LAND SITUATED IN BLOCKS 6 AND 7 OF EWAUNA PARK AND PORTIONS OF VACATED FIR STREET AND THE ALLEY IN SAID BLOCKS 6 AND 7, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 1 IN SAID BLOCK 7 OF EWAUNA PARK WHICH LIES SOUTHERLY A DISTANCE OF 18.0 FEET FROM THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF OLD MIDLAND ROAD A DISTANCE OF 138.0 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE WESTERLY LINE OF OLD MIDLAND ROAD A DISTANCE OF 114.0 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE WESTERLY LINE OF OLD MIDLAND ROAD, A DISTANCE OF 138.0 FEET TO THE WESTERLY LINE THEREOF; THENCE SOUTHEASTERLY ALONG SAID LINE A DISTANCE OF 114.0 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY AS CONVEYED FROM JEREMY DANIEL BENJAMIN TO TONI JEANETTE BENJAMIN, AS DESCRIBED IN DEED INSTRUMENT NO. 2018-005281, DATED 4/30/2018, RECORDED ON 4/30/2018.

TAX ID #: R539769

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 4246 TINGLEY LN, KLAMATH FALLS, OR 97603.