

**2019-009846**

**Klamath County, Oregon**

08/27/2019 01:28:01 PM

Fee: \$112.00

**After Recording Return To:**  
**CoreLogic SolEx**  
**1625 NW 136th Ave, Ste E100**  
**Sunrise, FL 33323**

**This Document Prepared By:**  
**Home Preservation**  
**Umpqua Bank**  
**13535 SW 72nd Ave Suite 200**  
**Tigard, OR 97223**

**Until a change is requested all**  
**tax statements shall be sent to**  
**the following address.**  
**Umpqua Bank**  
**13535 SW 72nd Ave Suite 200**  
**Tigard, OR 97223**

**True and Actual Consideration is: \$127,636.14**

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

Original Recording Date: **February 28, 2014**

Original Loan Amount: **\$140,800.00**

Loan No: **1433596838**

Investor Loan No: **0851529038**

MIN Number: **100186300002077871**

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.**  
**ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL**  
**IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY**  
**INSTRUMENT IS RECORDED.**

**LOAN MODIFICATION AGREEMENT**

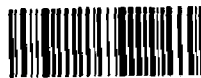
This Loan Modification Agreement ("Modification"), is effective **July 12, 2019**, between **EZEKIEL G JOHNSON and THELMA M JOHNSON** ("Borrower") and **Umpqua Bank**, whose address is **13535 SW 72nd Ave Suite 200, Tigard, OR 97223** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender, and amends and supplements (1) the Note (the "Note") made by the Borrower, dated **February 25, 2014**, in the original principal sum of U.S. **\$140,800.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **2014-001751** and recorded on **February 28, 2014**, of the Official Records of **KLAMATH County, OR**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **5049 REGENCY DR, KLAMATH FALLS, OR 97603**. That real property is described as follows:



\* 1 4 3 3 5 9 6 8 3 8 \*

MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)

10880 05/18



820000367



\* 2 5 6 8 + 3 5 \*

(page 1 of 6)

See Exhibit "A" attached hereto and made a part hereof;

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$1,357.16, have been added to the indebtedness under the terms of the Note and Security Instrument. As of August 1, 2019, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$127,636.14
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000%, beginning August 1, 2019. The Borrower promises to make monthly payments of principal and interest of U.S. \$615.46, beginning on the 1st day of September, 2019, and continuing thereafter on the same day of each succeeding month. If on August 1, 2059 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Umpqua Bank, PO Box 230727, Portland, OR 97281 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.



\* 1 4 3 3 5 9 6 8 3 8 \*

MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)  
10880 05/18



\* 2 5 6 8 + 3 5 \*

(page 2 of 6)

[Check applicable box(es)]

- |   |   |
|---|---|
| <input type="checkbox"/> 1-4 Family Rider - Assignment of Rents | <input type="checkbox"/> Bankruptcy Rider |
| <input type="checkbox"/> Modification Due on Transfer Rider     | <input type="checkbox"/> Other rider      |

7. Borrower further understands and agrees that:

- (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.
- (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
- (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.
- (d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.
- (e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.

8. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.



\* 1 4 3 3 5 9 6 8 3 8 \*

MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)  
10880 05/18



\* 2 5 6 8 + 3 5 \*

(page 3 of 6)

**EZEKIEL G JOHNSON -Borrower**

Date: 8-4-19

THELMA M JOHNSON -Borrower

Date: \_\_\_\_\_

[Space Below This Line For Acknowledgments]

State of Oregon

County of Klamath

**This instrument was acknowledged before me, a Notary Public on**

August 21, 2019 by

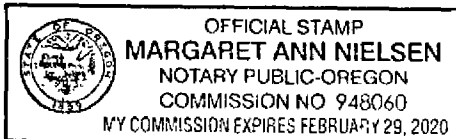
**EZEKIEL G JOHNSON and THELMA M JOHNSON.**

(Signature of notarial officer)

(Title or rank)

My Commission expires: 2-29-20

**Origination Company: Umpqua Bank**  
**NMLSR ID: 401867**



MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)  
10880 05/18

(page 4 of 6)

Umpqua Bank

By: \_\_\_\_\_ (Seal) - Lender

Name: Ron Boen  
Title: Assistant Vice President

08-22-19  
Date of Lender's Signature

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

State of Oregon

County of Washington

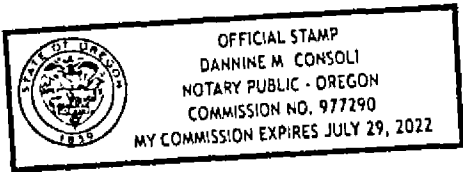
This instrument was acknowledged before me, on 08-22-19  
by

Ron Boen  
~~Matthew Hay~~ PC, the Asst. Vice President PC of  
Umpqua Bank

[Signature]  
(Signature of notarial officer)

Oregon Notary  
(Title or rank)

My Commission expires : 07-29-22



\* 1 4 3 3 5 9 6 8 3 8 \*  
MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)  
10880 05/18



\* 2 5 6 8 + 3 5 \*  
(page 5 of 6)

Matthew Hay

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary, MERS

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

State of Oregon

County of Washington

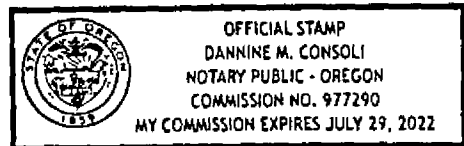
This instrument was acknowledged before me on 08-22-19 by

Matthew Hay, the Asst. Secretary of  
Mortgage Electronic Registration Systems, Inc. - Nominee for Lender

[Signature]  
(Signature of notarial officer)

Oregon Notary  
(Title or rank)

My Commission expires : 07-29-22



\* 1 4 3 3 5 9 6 8 3 8 \*

MULTISTATE - Freddie Mac - Single-Family Exhibit 76 - Loan Modification for Delinquent Mortgages (03/02/16)

10880 05/18



\* 2 5 6 8 + 3 5 \*

(page 6 of 6)

## Exhibit "A"

Loan Number: 1433596838

Property Address: 5049 REGENCY DR, KLAMATH FALLS, OR 97603

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOT 40, TRACT 1445, REGENCY ESTATES, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.



\* 1 4 3 3 5 9 6 8 3 8 \*

12338 06/18 Exhibit A Legal Description Attachment



\* 2 5 6 8 + 3 5 \*

Page 1 of 1