

2019-010573

Klamath County, Oregon

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After Recording Return To:

Ianniello Anderson, P.C.
Loss Mitigation Dept
805 Route 146
Clifton Park, NY 12065

Investor Loan No.: XXXXXX6401

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DS11603-19000343

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27 day of August, 2019, between Jody Oates ("Borrower") and Elizabeth Nelson, ("Non-Obligor Owner"), residing at 6516 Valhalla Ave, Klamath Falls, OR 97603-5352 and Lakeview Loan Servicing, LLC ("Lender"), with an address of 4425 Ponce de Leon Blvd., Coral Gables, FL 33146 amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed, from Borrower to Mortgage Electronic Registration Systems, Inc. as nominee for BCK Capital Inc., in the amount of \$153,571.00, dated March 4, 2013 and recorded March 5, 2013 as Instrument No. 2013-002428, of the real property records of Klamath County, Oregon, as assigned from Mortgage Electronic Registration Systems, Inc. acting solely as nominee for BCK Capital Inc. to Flagstar Bank, FSB, by *Assignment dated January 14, 2014 and recorded January 31, 2014, as Instrument No. 2014-000860, of the real property records of Klamath County, Oregon (*corrected by CORRECTIVE Assignment from Mortgage Electronic Registration Systems, Inc. ("MERS") as designated nominee for BCK Capital Inc., its successors and assigns to Flagstar Bank, FSB, dated June 25, 2018 and recorded June 26, 2018, as Instrument No. 2018-007654, of the real property records of Klamath County, Oregon) and further assigned from Flagstar Bank, FSB to Lakeview Loan Servicing, LLC, by Assignment dated June 23, 2015 and recorded July 6, 2015, as Instrument No. 2015-007279, of the real property records of Klamath County, Oregon. Modified by Loan Modification Agreement from Borrower to Lakeview Loan Servicing, LLC dated November 30, 2016 and recorded February 22, 2017 as Instrument No. 2017-001805, of the real property records of Klamath County, Oregon (as assigned, and/or previously modified, if applicable, the "Security Instrument")* 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 6516 Valhalla Ave, Klamath Falls, OR 97603-5352, the real property described being set forth as follows:

LOT 2, BLOCK 6, FIRST ADDITION TO MOYINA MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: R504813

*With the original principal balance of U.S. \$153,571.00, with pre-modification principal of U.S. \$147,666.29, and with capitalization of U.S. \$0.00.

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 September 1, 2019, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$108,046.73 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.7500%, from August 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$500.38, beginning on September 1, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.7500% will remain in effect until principal and interest are paid in full. If on August 1, 2049 (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(s) and Security Instrument(s) (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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note(s) and Security Instrument(s) are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

7. Borrower will pay to Lender on the day payments are due under the Note and Security Instrument as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Note and Security Instrument; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Note and Security Instrument; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Note and Security Instrument, as the phrase "covenant and agreement" is used in the Note and Security Instrument. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Note and Security Instrument and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Note and Security Instrument, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Note and Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

"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."

- 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.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Jody Oates
[Signature]
Elizabeth Nelson

(Seal)

_____[Space Below This Line For Acknowledgments]_____

STATE OF OREGON)

COUNTY OF Klamath) ss.:

The instrument was acknowledged before me this Aug. 27, 2019 by Jody Oates and Elizabeth Nelson.

[Signature]
Notary Public - State of Oregon

Heather Sciorba
Notary Printed Name



(Seal)

Commission Expiration Date: Dec. 17 2021

Signed, sealed and delivered in the presence of:

LENDER:

Marie F. MacKay
Lakeview Loan Servicing, LLC

By: M&T Bank, agent under power of attorney dated
December 29, 2016 and recorded with the Klamath
County Oregon real property records on August 13,
2019 as Instrument No. 2019-009154.

LENDER: **Marie F. MacKay**
Banking Officer

By: _____
Lakeview Loan Servicing, LLC
By: M&T Bank, as attorney in fact

Date of Lender's Signature: 9-3-19

_____[Space Below This Line For Acknowledgments]_____

State of New York)

County of Erie)

On this 3 day of September, 2019, before me, the undersigned, personally
appeared Marie F. MacKay, and _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is/are subscribed to the foregoing instrument and he/she/they acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on said
instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the
instrument.

BRIAN J HAUSER
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01HA6392061
COMM. EXP. 05/20/2023

B. J. Hauser
Notary Public

Notary Typed/Printed Name: _____

My Commission Expires: _____