

2019-010865

Klamath County, Oregon

09/18/2019 01:58:01 PM

Fee: \$122.00

Prepared By:  
Adam Wilkowski  
Vice President  
Lakeview Loan Servicing, LLC.  
4425 Ponce De Leon Blvd.  
Coral Gables, FL 33146

After Recording Return to:  
Title365  
345 Rouser Rd Ste. 103  
Coraopolis PA 15108

Mortgagor/Trustor:  
James R Hill  
10416 Kincheloe Avenue  
Klamath Falls, Oregon 97603-7164

Date of Agreement: 8/26/19

Mortgage Number: 0101247989

DS1603-19000349

AGREEMENT FOR MODIFICATION OR EXTENSION OF MORTGAGE

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor") has applied for and hereby enters into a Modification of the payment provisions of the above numbered account covering an indebtedness owing from the Mortgagor to Lakeview Loan Servicing, LLC (hereinafter referred to as the "Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage (or trust deed) (said note or bond and real property mortgage or trust deed, as assigned, if assigned, are hereinafter collectively referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property known as 10416 Kincheloe Avenue Klamath Falls, Oregon 97603-7164, (hereinafter referred to as the "Property", as more particularly described on the legal property description attached hereto as Exhibit A), encumbered by said Mortgage, dated 12/21/2012, and recorded in the public records of the County of Klamath, State of Oregon, as Instrument #2012-014474 on 12/31/2012.

As further assigned by Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Sun West Mortgage Company, Inc., a California Corporation its Successors and Assigns hereby grants, assigns and transfers to Lakeview Loan Servicing, LLC at 4425 Ponce DeLeon Blvd., Coral Gables, FL 33146 on 10/21/2016 and recorded 11/15/2016 in Klamath County as Instrument #2016-012197.

(2) Under the terms of said Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of \$111,077.85 for principal, \$0.00 for interest thereon, \$0.00, for advances made by the Mortgagee there under, and \$0.00 for interest on such advances, aggregating a total sum of \$111,077.85 for which amount the Mortgagor is indebted to the Mortgagee under said Mortgage, which is a valid lien, to which Mortgagor has no defenses, off-sets or counter-claims.

(3) On behalf of the Mortgagor, Oregon Affordable Housing Assistance Corporation (hereinafter referred to as "Depositor") hereby deposits with the Mortgagee the sum of \$48,045.93 which has been applied upon the present balance due on the principal of said Mortgage, (including advances, if any), and the sum of \$0.00 which is to be applied upon the delinquent interest due upon said principal (and advances, if any); application of said deposited amounts is to be made as of the effective date of this modification or extension, which if not executed by Mortgagee, shall be returned to the Depositor.

(4) Mortgagor agrees the terms of the Mortgage are modified or extended relative to the payment of said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits aforementioned have been applied thereto), as follows: Said total balance of \$63,031.92 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance in equal monthly installments of \$326.47 (exclusive of sums required to be deposited for the payments of taxes, insurance, etc.), the first of said installments shall become due and payable on the first day of September, 2019 and the remaining installments, monthly thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of June, 2045 which is the present or extended maturity date.

(5) Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.
- (b) All covenants, agreements, stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this agreement in any way impair diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage, are expressly reserved by the Mortgagee.
- (c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgagor and shall be secured by said Mortgage.

- (d) Mortgagor 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 (including, without limitation, any documents necessary to secure Mortgagees first lien position of the Mortgage, as modified by this Agreement) which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purpose of inducing and influencing the Mortgagee to execute this Agreement, the undersigned represents of his or her own knowledge that the names of all owners or other persons having an interest in the Property are as follows:

Names

JAMES R HILL

All such persons are of legal age, and none is under any legal disability, except as follows (indicate "N/A" if not applicable):

N/A

Witnessed By:

[Signature]  
[Signature]

[Signature]  
JAMES R HILL

Date: 8-26-2019

State of Oregon  
County of Klamath

On this, the 26<sup>th</sup> day of August, 2019, before me Mariah E. Willy,  
the undersigned officer, personally appeared James R Hill; known to me (or satisfactorily  
proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and  
acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Mariah E. Willy

Notary Public

Printed Name: Mariah E. Willy

Commission Expiration Date: April 30, 2023

(SEAL)



Witnessed By:

Aileen Riordan  
Aileen Riordan

Agreed To By:

Lakeview Loan Servicing, LLC

By: M&T Bank as attorney in fact

Larry Hall

Larry Hall

By:

Marie F. MacKay

Marie F. MacKay  
Banking Officer

Marie F. MacKay  
Banking Officer

Date:

8-27-19

STATE OF NEW YORK

COUNTY OF Erie

On the 27 day of Aug in the year 2019 before me, the undersigned, personally appeared Marie F. MacKay, Banking Officer of M&T Bank 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 within instrument and 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 the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kath W. Laskay  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

KATHLEEN W. LASKAY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept. 23, 2022

## POST-BANKRUPTCY DISCHARGE AGREEMENT

This Agreement is made as part of the Loan Modification Agreement entered into between Lakeview Loan Servicing, LLC (the "Lender") and JAMES R HILL (the "Borrower(s)") dated 8/26/19, (the "Loan Modification Agreement").

Notwithstanding anything to the contrary set forth in the Loan Modification Agreement, the parties hereto acknowledge that prior to entering into the Loan Modification agreement the Borrower received a Chapter 7 bankruptcy discharge. As a consequence of the Borrower having been granted a Chapter 7 Bankruptcy discharge Lender will not seek a money judgment against the Borrower or demand payment. However, the Borrower acknowledges that the Lender retains certain rights, including, but not limited to the right to foreclose its mortgage lien as allowed under the terms of the mortgage, note and the Loan Modification agreement.

### Borrower

James R Hill  
JAMES R HILL

STATE OF Oregon  
COUNTY OF Klamath ss:

On this 26<sup>th</sup> day of new August, 2019, before me, the undersigned, JAMES R HILL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of Klamath Falls, State of Oregon.

SEAL:

Mariah E. Willy  
Notary Public



Lender Marie F. MacKay

By: Marie F. MacKay  
Banking Officer

STATE OF New York  
COUNTY OF Erie ss:

On this 27 day of Aug 2019, before me, the undersigned, personally appeared Marie F. MacKay personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of Getzville, State of New York.

SEAL:

Kathleen W. Laskay  
Notary Public

**KATHLEEN W. LASKAY**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept. 23, 2022

Exhibit A

**Unit 10416 (Kincheloe Avenue), TRACT 1365 – FALCON HEIGHTS CONDOMINIUMS –  
STAGE 2, according to the official plat thereof on file in the office of the County Clerk of Klamath  
County, Oregon.**

**A.P.N. : 3909-03400-80095-000**