

2019-013533

Klamath County, Oregon



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11/20/2019 09:11:39 AM

Fee: \$112.00

Please Record and Return to:

RECORD & RETURN TO
LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
72546191-OR35-Klamath

(Space Above This Line For Recording Data)

Loan Number: 5040864273

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7th day of October 2019, between Carl E Cornwall ("Borrower"), and KeyBank National Association ("KeyBank" or "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, Deed to Secure Debt, Security Deed or other real estate security instrument (the "Security Instrument"), along with its addendums, modifications and riders, delivered to MERS, INC., As Nominee for KeyBank National Association, dated 9/24/2003 and recorded on 9/25/2003 in Book M03 and Page 71547 in the Records of the Klamath County Clerk's Office; Assignment dated 3/16/2018, recorded 3/21/2018, as Doc # 2018-003065, the above deed of trust was assigned by MESNE assignments to KeyBank National Association and (2) the Note, along with its addendums, modifications and riders, (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 3021 Butte St, Klamath Falls, OR 97601 (the "Property").

Whereas, Borrower has experienced problems in making the regularly scheduled payments called for by the Note and Security Instrument; and

Whereas, Borrower has overdue payments or partial payments as a result of such problems, or is in imminent danger of failing to make such payments; and

Whereas, Lender and Borrower have agreed to modifications of the Note and Security Instrument as specified herein to resolve the any current delinquency and to facilitate future performance.

Now, therefore, in consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of October 1, 2019, the total amount payable under the Note and the Security Instrument (the "Total Unpaid Balance") is U.S. \$77,597.81, of this amount U.S. \$0.00, is an increase

to the original principal balance. The Total Unpaid Balance consists of the unpaid amount(s) loaned to Borrower by Lender plus certain amounts and arrearages which are due and unpaid, including, but not limited to, due and unpaid interest, fees and other amounts, less any amounts paid to the Lender but not previously credited.

2. Borrower promises to pay the Total Unpaid Balance, plus interest, to the order of Lender. Interest will be charged on the Total Unpaid Balance at the yearly rate of 2.00%, beginning on October 1, 2019. The Borrower promises to make monthly payments of principal and interest of U.S. \$490.04 beginning on November 1, 2019, and continuing thereafter on the same day each succeeding month until February 1, 2035 (the "Maturity Date").
3. If on the Maturity Date, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will then immediately pay these amounts in full. There is no guarantee that you, the Borrower, will be able to refinance any amount due on the maturity date or to lower your rate or payment.
4. The Borrower will make the monthly payments at KeyBank National Association, P.O. Box 94588 Cleveland, OH 44101-4588 or as such other place as the Lender may require.
5. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full or all sums secured by the Security Instrument, as modified by this Agreement.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period or 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.

6. Borrower understands and agrees that:

6.1 All the rights, remedies, stipulations, and conditions contained in the Note and Security Instrument relating to default in the making of payments under the Note and Security Instrument also apply to default in the making of the modified payments hereunder.

6.2 All of Borrower's representations, warrants, covenants, agreements, stipulations, and conditions in the Note and Security Instrument 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 are diminished or released by any provisions hereof, nor does 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 and Security Instrument are expressly reserved by Lender.

6.3 Nothing in this Agreement shall constitute or be understood or construed to be a replacement, refinance, novation, substitution, satisfaction or release in whole or in part of the Note and Security Instrument, all the terms of which continue in full force and effect except as specifically modified by this Agreement. To the extent applicable, this modification shall not be construed as a reaffirmation of the debt.

6.4 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 Note and Security Instrument, unless stipulated otherwise by Lender in writing.

6.5 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 Borrowers.

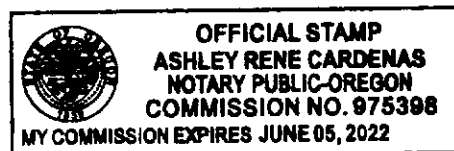
In Witness Whereof, Lender and Borrower have executed this Agreement.

Carl E Cornwall (Seal)
Carl E Cornwall

10-8-19
Date

Loan Number: 5040864273

STATE OF Oregon)
COUNTY OF Wasco) SS:



On the 8th day of October, the year 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Carl E Cornwall, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

KeyBank National Association

By: Jacyntra Jahnke 11.5.19
Name: Jacyntra Jahnke Date
Title: Assistant Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the 5th day of Nov, the year 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jacyntra Jahnke personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Corinne A. Stein
Notary Public

CORINNE A. STEIN
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01ST6370870
My Commission Expires 02/12/2022

Customer Name: CARL CORNWALL
Application #: 5040864273

EXHIBIT "A"

SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON:

LOT 10, BLOCK 14, STEWART ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

TAX ID NO: R886134 (PROPERTY ID NO.) R-3909-007BD-00300-000 (MAP TAX LOT NO.)

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR:	KEVIN J. PERSHALL AND JAMES C. PERSHALL
GRANTEE:	CARL E. CORNWALL AND CARL H. BELL, WITH RIGHTS OF SURVIVORSHIP
DATED:	09/25/2003
RECORDED:	09/25/2003
BOOK-PAGE/DOC#:	M03-71546
COMMENTS:	CERTIFICATE OF DEATH FILED FOR CARL HENRY BELL ON 01/28/2009, AS INSTRUMENT NO. 2009-001063, DATE OF DEATH 09/24/2004.

ADDRESS: 3021 BUTTE ST, KLAMATH FALLS, OR, 97601