

2019-014590

Klamath County, Oregon

12/16/2019 04:02:00 PM

Fee: \$132.00


AmeriTitle
MTC 342083 AM

RECORDING COVER SHEET

ALL TRANSACTIONS, ORS: 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

AFTER RECORDED RETURN TO:

GSF Mortgage Corporation

ATTN: Michelle Esteves

15430 W. Capitol Drive

Brookfield, WI 53005

PARCEL NUMBER: R-3709-02900-00600-000/R-3709-03000-00102-000

LOAN NUMBER: 766733

1. NAME(S) OF THE TRANSACTION(S), required by ORS 205.234(a)
Modification Agreement
2. DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160
Chester A Geaney and Donna M Geaney, husband and wife
3. INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(a) and ORS 205.160
GSF Mortgage Corporation
4. TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

5. ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

6. FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS
LIEN RECORDS, ORS 205.121(1)(e)

7. THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES,
INTEREST AND OTHER CHARGES FOR WHICH THE WARRANT, ORDER OR JUDGMENT
WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325

8. Recorder to correct _____

Previously recorded as _____

Loan No: 766733

AFTER RECORDED RETURN TO:

GSF Mortgage Corporation

ATTN: Michelle Esteves

15430 W. Capitol Drive

Brookfield, WI 53005

PARCEL NUMBER: R-3709-02900-00600-000/R-3709-03000-00102-000

LOAN NUMBER: 766733

MIN No. 1003109-0000766574-2

MERS Phone 1-888-679-6377

This instrument was drafted by:

Tres Jamar

Robertson Anschutz Vettters, LLC

1500 CityWest Boulevard, Ste. 700

Houston, TX 77042

512-617-6419

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made on **November 25, 2019**, between **Chester A Geaney and Donna M Geaney, husband and wife** ("Borrower") and **GSF Mortgage Corporation** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, Security Deed (the "Security Instrument"), dated **March 07, 2019**, and recorded in/under **Document No. 2019-002129** of the Official Records of Real Property of **Klamath County, Oregon**, and (2) the Note, in favor of **GSF Mortgage Corporation**, 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

10964 Simpson Canyon Rd
Klamath Falls, OR 97601-9364
[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

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 **November 25, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$198,423.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender and any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%**, from **November 25, 2019**. Borrower promises to make the monthly payments of principal and interest of U.S. **\$947.30**, beginning on the **First day of January, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **December 01, 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 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 this 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 the 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 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. 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 and Security Instrument 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. ☐

EXECUTED [Date] 12-6-2019 to be effective as of **November 25, 2019.**

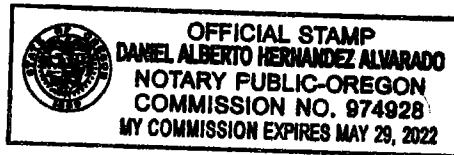
Borrower

Chester A Geaney 12-6-19
Chester A Geaney Date

Donna M Geaney 12-6-19
Donna M Geaney Date

STATE OF OREGON, Klamath County

This instrument was acknowledged before me on December 06, 2019, by **Chester A Geaney and Donna M Geaney.**



Daniel Alberto Hernandez Alvarado
Notary Public
Daniel Alberto Hernandez Alvarado
Name and title
My commission expires: May 29, 2022

Loan No: 766733

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

GSF Mortgage Corporation

By: 

Name: DEBORAH BETER

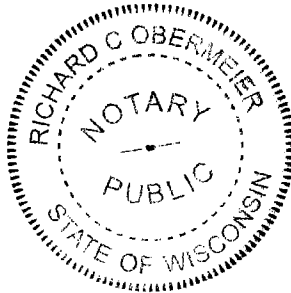
Title: COO

Date: 12-9-2019

State of WISCONSIN
County of WAUKESHA

Loan No: 766733

The foregoing instrument was acknowledged before me on 12-9-2019,
by DEBORAH BEIER, COO, on behalf of the
said CSF MORTGAGE LRP

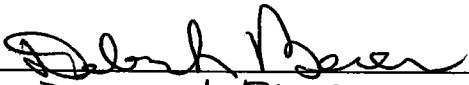


[Signature]
Notary Public
RICHARD OBERMEIER - NOTARY

Name and title
My commission expires 10-11-2020

Loan No: 766733

Mortgage Electronic Registration Systems, Inc.

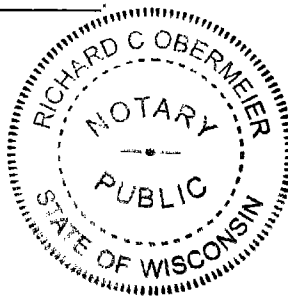
By: 
Name: DEBORAH BEIER
Title: COO
Date: 12-9-2019

LOAN MODIFICATION AGREEMENT -- Single Family
Fannie Mae UNIFORM INSTRUMENT
Form 3179 1/01 (rev.04/14) (page 7) MODIFIED BY RAV
(DoD) RA0707424A - MOD3179.mls - Rev. 09/17/2019

Loan No: 766733

State of WISCONSIN
County of WAUKESHA

The foregoing instrument was acknowledged before me on 12-9-2019,
by DEBORAH BEIER, COO, on behalf of the
said MERS CORP



[Signature]
Notary Public
RICHARD OBERMEIER - NOTARY

Name and title
My commission expires: 10-11-2020

Loan No.: 766733

EXHIBIT "A"

Lot 21 of TRACT 1310 PLUM VALLEY II, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon