

**2020-000193**

**Klamath County, Oregon**

01/07/2020 08:48:01 AM

Fee: \$107.00

This Document Prepared By:  
**JENNIPHER MALAPELA**  
**FLAGSTAR BANK, FSB**  
**FAY 1601 FBJ FREEWAY**  
**SUITE 150 FARMERS BRANCH, TX 75234**  
**800-393-4887**

**Requested By and**  
**When Recorded Return To:**  
**ServiceLink Loan Mod Solutions**  
**3220 El Camino Real**  
**Irvine, CA 92602**  
**(800) 934-3124**

Tax/Parcel #: 501308

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$175,000.00      FHA/VA/RHS Case No.: 0220902264  
Unpaid Principal Amount: \$170,616.83      Loan No: 0504798173  
New Principal Amount: \$175,389.87  
New Money (Cap): \$0.00

*20007088 Flag*

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **16TH** day of **DECEMBER, 2019**, between **TODD L. SAHLBERG** ("Borrower"), whose address is **14323 HIGHWAY 66, KLAMATH FALLS, OREGON 97601** and **FLAGSTAR BANK, FSB** ("Lender"), whose address is **FAY 1601 FBJ FREEWAY, SUITE 150 FARMERS BRANCH, TX 75234**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 13, 2017** and recorded on **NOVEMBER 13, 2017** in , of the **OFFICIAL** Records of **KLAMATH COUNTY, OREGON**, 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

**14323 HIGHWAY 66, KLAMATH FALLS, OREGON 97601**  
(Property Address)



the real property described is located in **KLAMATH COUNTY, OREGON** and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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, **JANUARY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$175,389.87**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
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 **4.2500%**, from **JANUARY 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$893.60**, beginning on the **1ST** day of **FEBRUARY, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2048** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 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.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever cancelled, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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. Except as otherwise specifically provided in this Agreement, the

Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Todd L. Sahlberg  
Borrower: **TODD SAHLBERG**

20 DEC 2019  
Date

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

**BORROWER ACKNOWLEDGMENT**

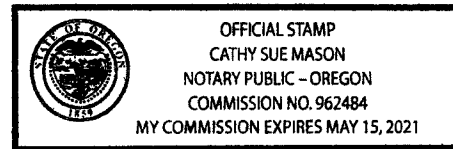
STATE OF **OREGON**  
COUNTY OF Klamath

This instrument was acknowledged before me on Dec 20, 2019 by TODD  
**SAHLBERG** (name(s) of person(s)).

Cathy Mason  
Notary Public

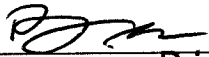
Print Name: Cathy Mason

My commission expires: May 15, 2021



In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, FSB

By  **Brian Gaske** (print name) 12/31/19 Date  
**Assistant Vice President** (title)

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


**LENDER ACKNOWLEDGMENT**

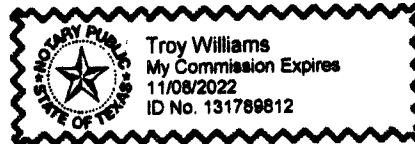
State of Texas

County of Dallas

**DEC 30 2019**

This instrument was acknowledged before me on \_\_\_\_\_  
by Brian Gaske, the Asst. Vice President of FLAGSTAR BANK,  
FSB, a company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public



Printed Name: Troy Williams

My commission expires: NOV 08 2022

**EXHIBIT A**

**BORROWER(S): TODD L. SAHLBERG**

**LOAN NUMBER: 0504798173**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, and described as follows:**

**LOT 9 IN BLOCK 2 OF TRACT 1121, FIRST ADDITION TO KENO HILLSIDE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**ALSO KNOWN AS: 14323 HIGHWAY 66, KLAMATH FALLS, OREGON 97601**