

2020-002420

Klamath County, Oregon

02/27/2020 01:26:21 PM

Fee: \$122.00

When recorded mail to:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

_____ [Space Above This Line for Recording Data] _____

Document Title: MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: JANUARY 14, 2020

Grantor: FIDELA P LAWSON

Grantor Mailing Address: 1923 BRYANT CT, KLAMATH FALLS, OREGON 97603

Grantee: WELLS FARGO BANK, N.A.

Grantee Mailing Address: 1 HOME CAMPUS
DES MOINES, IA 50328

Legal Description:

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

Reference Instrument: M06-08010 Book: N/A Page: N/A



When recorded mail to:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

_____ [Space Above This Line for Recording Data] _____

Document Title: MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: JANUARY 14, 2020

Grantor: FIDELA P LAWSON

Grantor Mailing Address: 1923 BRYANT CT, KLAMATH FALLS, OREGON 97603

Grantee: WELLS FARGO BANK, N.A.

Grantee Mailing Address: 1 HOME CAMPUS
DES MOINES, IA 50328

Legal Description:

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

Reference Instrument: M06-08010 Book: N/A Page: N/A



This Document Prepared By:
TRACY MASH
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 504252

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$50,000.00 **Loan No: (scan barcode)**
Unpaid Principal Amount: \$47,982.76
New Principal Amount \$47,982.76
Total Cap Amount: \$0.00

MODIFICATION AGREEMENT (DEED OF TRUST)

Executed on this day: **JANUARY 14, 2020**

Borrower ("I"):¹ **FIDELA P LAWSON**

Borrower Mailing Address: **1923 BRYANT CT, KLAMATH FALLS, OREGON 97603**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **APRIL 1, 2006** and the Note ("Note")
date of **APRIL 1, 2006** and Recorded on **APRIL 25, 2006** in **INSTRUMENT NO. M06-08010**, of the

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



OFFICIAL Records of KLAMATH COUNTY, OREGON

Property Address ("Property"): **1923 BRYANT CT, KLAMATH FALLS, OREGON 97603**

Legal Description:

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

This Modification Agreement ("Agreement") is made on **JANUARY 14, 2020** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note, a line of credit dated **APRIL 1, 2006**, are secured by a properly recorded Mortgage or Deed of Trust, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

1. The Modification.

- A. The current contractual due date will change from **OCTOBER 28, 2019** to **FEBRUARY 28, 2020**. The first modified contractual due date is **FEBRUARY 28, 2020**.
- B. The maturity date will now be **JANUARY 28, 2060**.
- C. The new principal balance of my Note will be **\$47,982.76** (the "New Principal Balance").
- D. Interest at the rate of **1.0000%** will begin to accrue on the New Principal Balance as of **JANUARY 13, 2020** and the first new monthly payment on the New Principal Balance will be due on **FEBRUARY 28, 2020**. The payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On
1-480	1.0000%	01/13/2020	\$121.33	02/28/2020



2. Additional Agreements.

- A. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- B. Each of the balances of the original Note (if more than one balance exists) shall be consolidated into one modified account with a New Principal Balance.
- C. The terms in this Agreement apply to the entire New Principal Balance.
- D. If Borrower purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, Borrower has requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.
- E. If the Borrower's homeowners insurance should lapse, Wells Fargo Bank, N.A. reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- F. 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 Loan Documents. 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 Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- G. Upon modification, the minimum monthly payment option, interest-only, or any other payment options will no longer be offered and that the monthly payments described in the payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan.
- H. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- I. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N.A., as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and



interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

- J. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- K. Borrower agrees that they no longer have draw privileges.
- L. Borrower agrees that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).
- M. Borrower understands and agree that the Security Instrument creates a second lien on the Property, and that this Agreement is conditioned upon the successful modification of their other account with Wells Fargo Bank, N.A. (which may be a Wells Fargo Home Mortgage account) which is secured by a first lien on the Property (the "first lien account"). If the first lien account is not modified under the existing, separately proposed modification by its modification effective date, then this Agreement will become void and the Note will not be modified and Borrower will still be responsible for the full amount owed on the Note and any past due amounts according to the contractual terms of the Note.
- N. Borrower must deliver to Wells Fargo Bank, N.A. a properly signed modification Agreement by **JANUARY 30, 2020**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to this Agreement or any other required pre-modification payments, Wells Fargo Bank, N.A. may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the modification Agreement are due as outlined in this modification Agreement. Wells Fargo Bank, N.A. may deny or cancel this modification Agreement if Borrower fails to make the first payment due pursuant to this modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.



In Witness Whereof, I have executed this Agreement.

Borrower: FIDELA P LAWSON

[Space Below This Line for Acknowledgments]

01/29/2020
01/29/2020
Date

BORROWER ACKNOWLEDGMENT

STATE OF
COUNTY OF

Oregon
Klamath

This instrument was acknowledged before me on January 29th 2020 by FIDELA PLAWSON (name(s) of person(s))

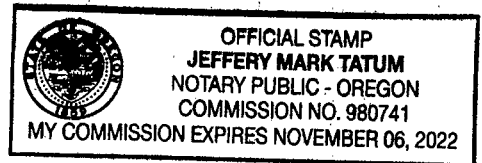
Notary Public

Print Name:

Jeffery M Tatum

My commission expires:

November 06, 2022



• In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.
Jessica Gadea Sanchez
Vice President Loan Documentation

By: (print name)
(title)

(sign)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Dakota

This instrument was acknowledged before me February 12, 2020 (date) by
Jessica Gadea Sanchez (name(s) of person(s)) as Vice President Loan Documentation (type
of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom
the instrument was executed).

Kenya C Blackmon
Notary Public

Printed Name: Kenya C Blackmon

My Commission Expires:
01/31/2024

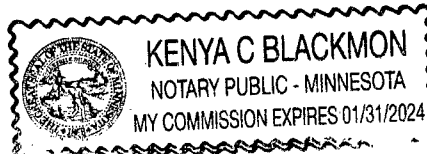


EXHIBIT A

BORROWER(S): FIDELA P LAWSON

LOAN NUMBER: (scan barcode)

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

ALSO KNOWN AS: 1923 BRYANT CT, KLAMATH FALLS, OREGON 97603

