

**2020-011260**

**Klamath County, Oregon**

**09/08/2020 08:29:00 AM**

**Fee: \$112.00**

When recorded mail to:  
**PNC BANK, N.A.**  
**P.O. BOX 8800**  
**DAYTON, OH 45401**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**Document Date: JULY 13, 2020**

**Grantor: ROSS L. PERRIN**

**Grantor Mailing Address: 36567 HWY 97 N, CHILOQUIN, OREGON 97624**

**Grantee: PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY**

**Grantee Mailing Address: 3232 NEWMARK DR  
MIAMISBURG, OH 45342**

**Legal Description:**

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF CHILOQUIN, COUNTY OF KLAMATH, STATE OF OREGON, AND DESCRIBED AS FOLLOWS:**

**SEE ATTACHED EXHIBIT A**

**Reference Instrument: N/A Book: M04 Page: 76393**

**\*\*\*\*0385**

This Document Prepared By:

**JARAD DOUGLAS**  
**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

When Recorded Mail To:

**PNC BANK, N.A.**  
**P.O. BOX 8800**  
**DAYTON, OH 45401**

Tax/Parcel #: 232153/787553

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Original Principal Amount: \$196,536.00

FHA/VA/RHS Case No.:484860321248

Unpaid Principal Amount: \$138,157.14

044

New Principal Amount: \$183,200.95

Loan No: \*\*\*\*0385

Capitalization Amount: \$45,043.81

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

This Loan Modification Agreement ("Agreement"), made this 13TH day of JULY, 2020, between **ROSS L. PERRIN** ("Borrower"), whose address is **36567 HWY 97 N, CHILOQUIN, OREGON 97624** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 1, 2004** and recorded on **NOVEMBER 5, 2004** in **INSTRUMENT NO. N/A BOOK M04 PAGE 76393**, 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

**36567 HWY 97 N, CHILOQUIN, OREGON 97624**  
(Property Address)

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

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

**SEE ATTACHED EXHIBIT A**

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, **AUGUST 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$183,200.95**, 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. **\$45,043.81**.
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 **4.0000%**, from **AUGUST 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$984.47**, beginning on the **1ST** day of **SEPTEMBER, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2044** (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.

[Signature]  
Borrower: **ROSS L. PERRIN**

7/21/2020  
Date

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**BORROWER ACKNOWLEDGMENT**

STATE OF **OREGON**

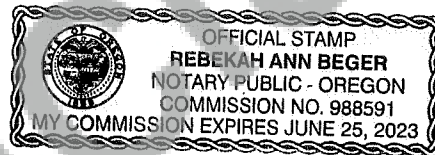
COUNTY OF Klamath

This instrument was acknowledged before me on July 21<sup>st</sup>, 2020 by **ROSS L. PERRIN** (name(s) of person(s)).

[Signature]  
Notary Public

Print Name: Rebekah Ann Beger

My commission expires: June 25<sup>th</sup> 2023



In Witness Whereof, the Lender has executed this Agreement.

**PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY**

By JENNIFER MYERS (print name)  
Vice President (title)

8/6/20  
Date

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

**LENDER ACKNOWLEDGMENT**

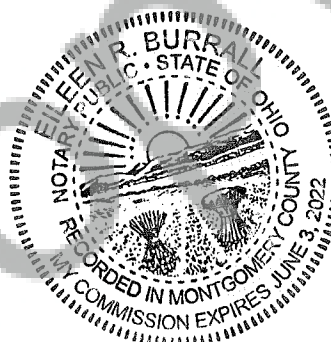
State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this Aug 6 2020  
(date) by JENNIFER MYERS, the VICE PRESIDENT of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY, a national association, on behalf of the national association

Eileen R. Burrall  
Notary Public

Printed Name: Eileen R Burrall  
My commission expires: 06-03-2022



**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION  
3232 NEWMARK DR  
MIAMISBURG, OH 45342**

Exhibit A (Legal Description)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON:

ALL OF GOVERNMENT LOTS 7 AND 10 LYING EAST OF HIGHWAY 97 IN SECTION 9, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPT, A PARCEL OF LAND LYING IN LOTS 7 AND 10 OF SECTION 9, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THE SAID PARCEL BEING THAT PORTION OF SAID LOTS INCLUDED IN A STRIP OF LAND VARIABLE IN WIDTH, LYING ON THE EASTERLY SIDE OF THE CENTER LINE OF THE RELOCATED THE DALLES-CALIFORNIA HIGHWAY WHICH CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEER'S CENTER LINE STATION 3125+00, SAID STATION BEING 1288.13 FEET SOUTH AND 1086.50 FEET EAST OF THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE SOUTH 6° 29' 28" WEST 519.89 FEET; THENCE ON A SPIRAL CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 6° 21' 58" WEST 250 FEET) 250 FEET; THENCE ON A 19,098.59 FOOT RADIUS CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 5° 43' 33" WEST 260.18 FEET) 260.19 FEET; THENCE ON A SPIRAL CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 5° 05' 08" WEST 250 FEET) 250 FEET; THENCE SOUTH 4° 57' 38" WEST 6419.92 FEET TO THE ENGINEER'S CENTER LINE STATION 3202+00.

THE WIDTHS IN FEET OF THE STRIP OF LAND ABOVE REFERRED TO ARE AS FOLLOWS:

STATION TO STATION WIDTH ON EASTERLY SIDE OF CENTER LINE

3172+00 3178+00 60 IN A STRAIGHT LINE TO 100

3178+00 3188+00 100

BEARINGS ARE BASED UPON THE OREGON CO-ORDINATE SYSTEM, SOUTH ZONE.

BEING THE SAME PROPERTY AS CONVEYED FROM TRAIN MOUNTAIN, INC., AN OREGON CORPORATION TO ROSS L. PERRIN, AS DESCRIBED IN DEED BOOK M04 PAGE 76391, DATED 11/2/2004, RECORDED 11/5/2004.

TAX ID #: 232153 & 787553

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 36567 HIGHWAY 97 N, CHILOQUIN, OR 97624.