

2020-014702

Klamath County, Oregon

11/12/2020 08:25:01 AM

Fee: \$142.00

When recorded mail to:

**FIRST AMERICAN TITLE CO.
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991**

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: SEPTEMBER 24, 2020

Grantor: CONSTANCE A. ASH, A SINGLE WOMAN

Grantor Mailing Address: 5022 HARLAN DR, KLAMATH FALLS, OREGON 97603

**Grantee: QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE
COMPANY, AS ITS ATTORNEY-IN-FACT**

**Grantee Mailing Address: 635 WOODWARD AVE
DETROIT, MI 48226**

Legal Description:

LEGAL DESCRIPTION

PLEASE SEE ATTACHED EXHIBIT 'A'

Reference Instrument: 2019-013416 Book: Page:

This Document Prepared By:
DAVID O'BRIEN
QUICKEN LOANS, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

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

Tax/Parcel #: 550585

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Original Principal Amount: \$132,500.00	FHA/VA/RHS Case No.: 48 4860482829
Unpaid Principal Amount: \$131,283.94	MERS Min: 100039034380369118
New Principal Amount: \$131,795.13	MERS Phone #: (888) 679-6377
Capitalization Amount: \$511.19	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **24TH** day of **SEPTEMBER, 2020**, between **CONSTANCE A. ASH, A SINGLE WOMAN** ("Borrower"), whose address is **5022 HARLAN DR, KLAMATH FALLS, OREGON 97603** and **QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, and Mortgage Electronic Registration Systems, Inc. ("MERS") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 2, 2019** and recorded on **NOVEMBER 18, 2019** in **INSTRUMENT NO. 2019-013416**, 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

5022 HARLAN DR, KLAMATH FALLS, OREGON 97603
(Property Address)

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

Legal Description

Please 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, **SEPTEMBER 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$131,795.13**, 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. **\$511.19**.
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 **3.2500%**, from **SEPTEMBER 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$573.58**, beginning on the **1ST** day of **OCTOBER, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2050** (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.

Constance A Ash
Borrower: CONSTANCE A ASH

10/09/2020
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF

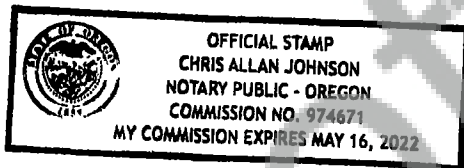
Klamath

This instrument was acknowledged before me on 10-9-2020 by
CONSTANCE A ASH (name(s) of person(s)).

[Signature]
Notary Public

Print Name: Chris Allan Johnson

My commission expires: May 16 2022



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as designated nominee for lender and lender's, beneficiary of the security instrument, its successors and assigns

By MA
Melissa A. Gaylor, Vice President

11/4/2020
Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ by _____, the _____ of _____ Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said entity.

Notary Public

Printed Name: _____

My commission expires: _____

**Drafted By:
QUICKEN LOANS, LLC
635 WOODWARD AVE
DETROIT, MI 48226**

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF: TEXAS

COUNTY OF: DALLAS

On this 4th day of NOVEMBER, before me,
RACHEL SERACH, a Notary

Public, personally appeared

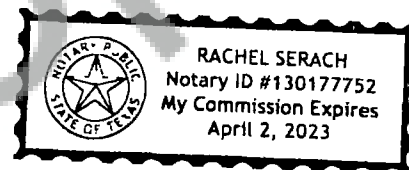
MELISSA A. TAYLOR, VICE PRESIDENT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

(Seal)

Signature: [Signature]
Printed Name: RACHEL SERACH
My commission expires: 04/02/2023



Description of attached document:


Title or type of document: LOAN MODIFICATION AGREEMENT

Document date: 01-24-2020

Borrower Last Name: ABN

In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

By  (print name) 11/6/2020 Date
Vice president (title)

_____[Space Below This Line for Acknowledgments]_____

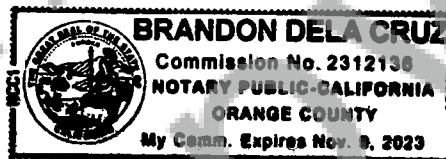
LENDER ACKNOWLEDGMENT

STATE OF ~~MICHIGAN~~ CALIFORNIA
COUNTY OF ~~WAYNE~~ ORANGE

The foregoing instrument was acknowledged before me this NOVEMBER 6th 2020
by DELIA GRANADOS, the VICE PRESIDENT of QUICKEN LOANS
LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS
ITS ATTORNEY-IN-FACT, a company, on behalf of said company.


Notary Public

Printed Name: BRANDON DELA CRUZ
My commission expires: 11/9/2023



Drafted By:
QUICKEN LOANS, LLC
635 WOODWARD AVE
DETROIT, MI 48226

EXHIBIT A

THE LAND ASSOCIATED WITH THE PROPERTY ADDRESS REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH AND STATE OF OREGON, AND DESCRIBED AS FOLLOWS:

TRACT 42 OF HOMEDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SAVING AND EXCEPTING THE SOUTHEASTERLY 65 FEET OF TRACT 42 OF HOMEDALE, CUT OFF BY A LINE 65 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID TRACT 42.

APN: 3909-011BA-01900