

2021-001535

Klamath County, Oregon

02/03/2021 08:15:01 AM

Fee: \$137.00

When recorded mail to:

**PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450**

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: DECEMBER 22, 2020

Grantor: THOMAS J. WRIGHT, MARRIED MAN

Grantor Mailing Address: 6441 CLIMAX AVE, KLAMATH FALLS, OREGON 97603

Grantee: PLANET HOME LENDING, LLC

**Grantee Mailing Address: 321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450**

Legal Description:

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

Reference Instrument: 2017-00611 Book: Page:



9102014478

This Document Prepared By:
LUANN GRIFFIN
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(885) 884-2250
NMLS# 1628071

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Tax/Parcel #: R506508

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Original Principal Amount: \$177,741.00	FHA/VA/RHS Case No.: 48-48-6-0437749
Unpaid Principal Amount: \$168,737.61	MERS Min: 1006564-0001016135-1
New Principal Amount: \$174,179.08	MERS Phone #: (888) 679-6377
Capitalization Amount: \$5,441.47	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **DECEMBER, 2020**, between **THOMAS J. WRIGHT, MARRIED MAN** ("Borrower"), whose address is **6441 CLIMAX AVE, KLAMATH FALLS, OREGON 97603** and **PLANET HOME LENDING, LLC** ("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, and Mortgage Electronic Registration Systems, Inc. ("MERS") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 5, 2017** and recorded on **JUNE 5, 2017** in **INSTRUMENT NO. 2017-00611**, 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

6441 CLIMAX AVE, KLAMATH FALLS, OREGON 97603
(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, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$174,179.08**, 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. **\$5,441.47**.
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 **3.1250%**, from **JANUARY 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$746.14**, beginning on the **1ST** day of **FEBRUARY, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2051** (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

Thomas J. Wright
Borrower: **THOMAS J. WRIGHT**

1-20-21

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

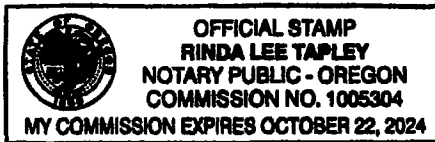
COUNTY OF Clatsop

This instrument was acknowledged before me on 1-20-2021 by
THOMAS J. WRIGHT (name(s) of person(s)).

Rinda Lee Tapley
Notary Public

Print Name: Rinda Lee Tapley

My commission expires: 10-22-2024



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 
Thomas M. O'Connell
Assistant Secretary

Date 11/21/2021

_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 21 day of January, 2021, before me, a Notary Public, personally appeared **Thomas M. O'Connell** (Name of Officer) who acknowledged himself/herself to be the **Assistant Secretary** (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that he/she, as such **Assistant Secretary** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **Assistant Secretary** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 11/21/2021

Notary Public

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

Printed Name: _____

My Commission Expires:

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

By S. Joseph Arriaga
Assistant Secretary

(print name)
(title)

1-21-21
Date

[Space Below This Line for Acknowledgments]

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 21 day of January, 2021, before me, a Notary Public, personally appeared **S. JOSEPH ARRIAGA** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **ASSISTANT SECRETARY** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **ASSISTANT SECRETARY** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 1/21/2021

Carrie M. Pappas
Notary Public

Printed Name: _____

My Commission Expires: _____

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

EXHIBIT A

BORROWER(S): THOMAS J. WRIGHT, MARRIED MAN

LOAN NUMBER: 9102014478

LEGAL DESCRIPTION:

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

LOT 23 IN BLOCK 7 OF THIRD ADDITION TO WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

ALSO KNOWN AS: 6441 CLIMAX AVE, KLAMATH FALLS, OREGON 97603