

**2021-002731**

**Klamath County, Oregon**

**02/24/2021 08:21:01 AM**

**Fee: \$112.00**

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: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**Document Date: JANUARY 20, 2021**

**Grantor: SUSAN FAYE BARNES AND ROBERT DEAN RODENHAUSER  
Grantor Mailing Address: 1540 RIDGECREST DR., KLAMATH FALLS, OREGON 97601**

**Grantee: FLAGSTAR BANK, FSB  
Grantee Mailing Address: 532 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202**

**Legal Description:**

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

**Reference Instrument: 2018-00156 Book: N/A Page: N/A**

**0504840546**

This Document Prepared By:  
**SCHEDULE WOODS**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

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

**Tax/Parcel #: R-3809-020DD-07600-000**

_____ [Space Above This Line for Recording Data] _____	
<b>Original Principal Amount: \$316,665.00</b>	<b>FHA/VA/RHS Case No.:048</b>
<b>Unpaid Principal Amount: \$292,407.34</b>	<b>484860450026</b>
<b>New Principal Amount: \$305,955.23</b>	<b>Loan No: 0504840546</b>
<b>New Money (Cap): \$13,547.89</b>	

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

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **JANUARY, 2021**, between **SUSAN FAYE BARNES AND ROBERT DEAN RODENHAUSER** ("Borrower"), whose address is **1540 RIDGECREST DR., KLAMATH FALLS, OREGON 97601** and **FLAGSTAR BANK, FSB** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 7, 2018** and recorded on **FEBRUARY 8, 2018** in **INSTRUMENT NO. 2018-00156 BOOK N/A PAGE N/A CERTIFICATE NO. 173528**, 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

**1540 RIDGECREST DR., 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, **FEBRUARY 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$305,955.23**, 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. **\$13,547.89**.
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 **FEBRUARY 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,331.54**, beginning on the **1ST** day of **MARCH, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 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.

Borrower: SUSAN FAYE BARNES

Borrower: ROBERT DEAN RODENHAUSER

[Space Below This Line for Acknowledgments]

1/27/2021  
Date

1/27/2021  
Date

**BORROWER ACKNOWLEDGMENT**

STATE OF OREGON

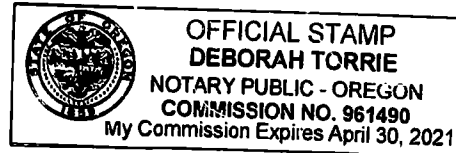
COUNTY OF Klamath

This instrument was acknowledged before me on January 27<sup>th</sup> 2021 by SUSAN FAYE BARNES, ROBERT DEAN RODENHAUSER (name(s) of person(s)).

Deborah Torrie  
Notary Public

Print Name: Deborah Torrie

My commission expires: April 30<sup>th</sup> 2021



In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, FSB

By

Feleycha D. Watson

Bank Officer

(print name)

(title)

1/29/2021

Date

[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF

Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of JANUARY, 2021 (year), by Feleycha D. Watson (name of person) as Bank Officer (type of authority,...e.g. officer, trustee, attorney in fact) for FLAGSTAR BANK, FSB (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

Candice Chever

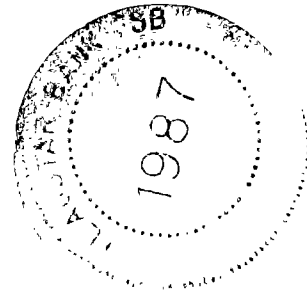
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced



Candice Chever  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG092736  
Expires 4/10/2021



**EXHIBIT A**

**BORROWER(S): SUSAN FAYE BARNES AND ROBERT DEAN RODENHAUSER**

**LOAN NUMBER: 0504840546**

**LEGAL DESCRIPTION:**

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

**LOT 5, BLOCK 2 OF TRACT 1145, NOB HILL, A RESUBDIVISION OF PORTIONS OF NOB HILL, IRVINGTON HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**ALSO KNOWN AS: 1540 RIDGECREST DR., KLAMATH FALLS, OREGON 97601**