

2021-006379

Klamath County, Oregon

04/23/2021 08:10:00 AM

Fee: \$107.00

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 #:

[Space Above This Line for Recording Data]

Original Principal Amount: \$126,362.00

FHA/VA/RHS Case No.: 48 4860483984

Unpaid Principal Amount: \$124,701.32

Loan No: 3437948557

New Principal Amount: \$126,918.39

Capitalization Amount: \$2,217.07

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **APRIL, 2021**, between **HAROLD SCHORR, A MARRIED MAN** ("Borrower"), whose address is **2115 OGDEN ST, KLAMATH FALLS, OREGON 97603** and **QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 14, 2020** and recorded on **JANUARY 15, 2020** in **INSTRUMENT NO. 2020-00055**, 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

2115 OGDEN ST, 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, **APRIL 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$126,918.39**, 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. **\$2,217.07**.
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 **2.7500%**, from **APRIL 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$518.13**, beginning on the **1ST** day of **MAY, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 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.

Harold Schorr
Borrower: **HAROLD SCHORR**

4/8/21
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF **OREGON**

COUNTY OF Klamath

This instrument was acknowledged before me on 8 April 2021 by
HAROLD SCHORR (name(s) of person(s)).

Marla Michele Hanlon Abeita
Notary Public

Print Name: MARLA MICHELE HANLON-ABEITA

My commission expires: 3/10/2023



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 Sandy Klein (print name) 4-15-21 Date
VICE PRESIDENT (title)

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

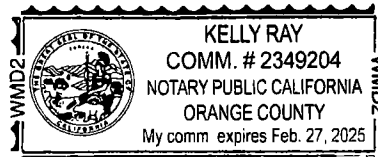
STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4-15-2021
by SANDY KLEIN, the VP 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.

Kelly Ray
Notary Public

Printed Name: Kerry Ray
My commission expires: 2/27/2025



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

EXHIBIT A

BORROWER(S): HAROLD SCHORR, A MARRIED MAN

LOAN NUMBER: 3437948557

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:

A PORTION OF THE NE1/4 SW1/4 NW1/4 OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 720 FEET EAST AND 792 FEET NORTH OF AN IRON PIN DRIVEN INTO THE GROUND NEAR THE FENCE CORNER AT THE SOUTHWEST CORNER OF THE NW1/4 OF SECTION 1 IN TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, ON THE PROPERTY OF OTIS V. SAYLOR, BEING THE SOUTHWEST CORNER OF SAID PROPERTY ABUTTING ON THE DALLES-CALIFORNIA HIGHWAY (NOW KLAMATH FALLS, LAKEVIEW HIGHWAY) AND WHICH PIN IS EAST 30 FEET OF THE CENTER OF A ROAD INTERSECTING SAID HIGHWAY FROM THE NORTH AND 30 FEET NORTH OF THE CENTER OF SAID HIGHWAY; THENCE EAST 270 FEET; THENCE NORTH 132 FEET; THENCE WEST 270 FEET; THENCE SOUTH 132 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 2115 OGDEN ST, KLAMATH FALLS, OREGON 97603