

2021-007864

Klamath County, Oregon

05/17/2021 03:37:00 PM

Fee: \$122.00

Loan No: 789480

### AFTER RECORDED MAIL TO:

GSF Mortgage Corporation ATTN: Michelle Esteves 15430 W. Capitol Drive Brookfield, WI 53005 PARCEL NUMBER: 446994 LOAN NUMBER: 789480

MIN No. 1003109-0000786915-3 MERS Phone 1-888-679-6377

This instrument was drafted by: Gerard Navarro Robertson Anschutz Vetters, LLC 1500 CityWest Boulevard, Ste. 700 Houston, TX 77042 713-980-9546

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made on May 05, 2021, between Gregorio Rodriguez, a married man ("Borrower") and GSF Mortgage Corporation ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, Security Deed (the "Security Instrument"), dated July 29, 2020, and recorded in/under File No. 2020-009377 on July 31, 2020 of the Official Records of Real Property of Klamath County, Oregon, and (2) the Note, in favor of GSF Mortgage Corporation, 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

5495 Havencrest Dr. Klamath Falls, OR 97603 [Property Address]

the real property described being set forth as follows:

#### See Exhibit "A" attached hereto and made a part hereof for all purposes

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 May 05, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$346,750.00, consisting of the unpaid amount(s) loaned to Borrower by Lender and any interest and other amounts capitalized.

LOAN MODIFICATION AGREEMENT -- Single Family Famile Mae UNIFORM INSTRUMENT Form 3179 1/01 (rev.04/14) (page 1) MODIFIED BY RAV (DoD) RA0799717A - MOD3179.mls.- Rev. 11/10/2020

FIRST BANK

- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.250%, from May 05, 2021. Borrower promises to make the monthly payments of principal and interest of U.S. \$1,509.08, beginning on the First day of July, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on June 01, 2051 (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, however, the following terms and provisions are forever canceled, 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. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) 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.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
  - (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support

services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging.

EXECUTED [Date] 5.1/-202/	to be effective as of May 05, 2021.
Borrower Lee Rock	5.11.2021
Gregorio Rodriguez	Date
State of Oregon County of Nomath	
The foregoing instrument was acknowledged by Gregorio Rodriguez.	1 before me this [Date]
	Amanda Bailey
(Seal)	Amanda Bailey, Notary
OFFICIAL STAMP AMANDA LELANI BAILEY NOTARY PUBLIC-OREGON COMMISSION NO. 962824A	Name and Title  My commission expires: 05 17 2021
MY COMMISSION EXPIRES MAY 17, 2021	

Loan No: 789480

## ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

SSF Mortgage Corporation

By:

Name: DEBORNH BEER

Title: COB

Date: 5-13-21

Loan No: 789480

State of UISCONSIN County of WAUKESNA

The foregoing instrument was acknowledged before me on 5-13-21  by DESORAH BEIER	
$-c\omega$	
SET WORTGAGE CORPORATION	
DOSIM Dehalf of the said CORPORATION	
The state of the s	
Notary Pul	blic
RICHARD OBERMEIER	_
Will on the work of the war and the work of the work o	itle
My commission expire	s :
William CO OSAMINI	

LOAN MODIFICATION AGREEMENT — Single Family Fannie Mae UNIFORM INSTRUMENT Form 3179 1/01 (rev.04/14) (page 6) MODIFIED BY RAV (DoD) RA0799717A - MOD3179.mls - Rev. 11/11/2020

Loan No: 789480

Mortgage Electronic Registration Systems, Inc.

Name: DEBOR

Title: Ca)

Date: \_

5-13-21

LOAN MODIFICATION AGREEMENT — Single Family Fannie Mae UNIFORM INSTRUMENT Form 3179 1/01 (rev.04/14) (page 7) MODIFIED BY RAV (DoD) RA0799717A - MOD3179 mls - Rev. 11/11/2020 State of <u>UISCONSIN</u>
County of <u>WAUKESHA</u>

The foregoing instrument was acknowledged before me on $5-13-21$	
by DEBORAH BEIER	
Cab	6 9
6SF MORIGAGE CORPORATION	Th:
on behalf of the said CORPORAT	TION.
WIND SO STANDE OF MESTING	
To the second se	Notary Public
RICHARD OBER	METER
70/11/2024	Name and title
My commission	expires:
- Contract	4.
WWW OARD AND	<b>N</b>

LOAN MODIFICATION AGREEMENT — Single Family Fannie Mae UNIFORM INSTRUMENT Form 3179 1/01 (rev.04/14) (page 8) MODIFIED BY RAV (DoD) RA0799717A - MOD3179 mls - Rev. 11/11/2020

# EXHIBIT "A"

Lot 21, Block 10 of Tract 1152, North Hills, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

(DoD) RA0799717A - ExhibitA.ra - 04/19/2017