

2021-011058

Klamath County, Oregon

07/19/2021 08:19:20 AM

Fee: \$137.00

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

_____[Space Above This Line For Recording Data]_____

Loan No.: 0091991174

Investor Loan No.: 0213296369

MODIFICATION OF DEED OF TRUST

This Loan Modification Agreement ("Agreement"), between WILLIAM BARRY WEST and CHARLA WEST ("Borrower/Grantor") and Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank, whose address is 4425 Ponce de Leon Blvd, 5th Floor, Coral Gables, Florida 33146 ("Lender/Grantee"), is effective May 19th, 2021, and amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 8th, 2014 and recorded in Book/Liber N/A, Page N/A, Instrument No. 2014-008280, of the Official Records of KLAMATH County, Oregon, and (2) the Note bearing the same date as, and secured by the Security Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at 5030 SWALLOW CT, KLAMATH FALLS, Oregon 97601,

the real property described being set forth as follows:

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

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Loan No.: 0091991174

In consideration of the agreements made in this Agreement, and other good and valuable consideration which the parties agree they have received, including, but not limited to avoiding foreclosure and its related costs, the Borrower and Lender agree to modify the terms of the Note and Security Instrument (the "Loan Documents") as set forth in this Agreement. The Borrower and the Lender also agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Loan Documents and any prior modification, forbearance or other loss mitigation agreement.

1. BORROWER REPRESENTATIONS AND COVENANTS. I certify and represent to Lender and otherwise agree and covenant with Lender that:

(a) I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient readily available financial assets to make my monthly mortgage payments now or in the near future;

(b) There has been no impermissible change in the ownership of the Property since I signed the Loan Documents;

(c) I have provided required documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify mortgage assistance);

(d) All documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for this modification, are true and correct;

(e) I have made or will make all payments required under a trial period plan and have complied with all other requirements of such trial period plan; and

(f) I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that my mortgage loan as modified by this Agreement is in first lien position and is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

2. ACKNOWLEDGEMENTS AND PRECONDITIONS TO MODIFICATION. I understand and acknowledge that:

(a) If, prior to or as of the Modification Effective Date, the Lender determines that any of my certifications or representations set forth in paragraph No.1 is untrue or any covenant or agreement set forth above in paragraph No.1 has not been performed, the Loan Documents will not be modified and this Agreement, except for this paragraph is null and void and of no legal effect; and

(b) The Loan Documents will not be modified by this Agreement unless and until both (i) the Lender has accepted this Agreement as solely evidenced by Lender's signature on this Agreement or on a copy of this Agreement containing Lender's signature, and (ii) the Modification Effective Date has occurred and the Lender will not be obligated or bound to make any modification of the Loan Documents if any certification or representation set forth above in paragraph No.1 is untrue or any covenant or agreement set forth above in paragraph No.1 has not been performed.

Loan No.: 0091991174

3. EXISTING PRINCIPAL BALANCE.

I acknowledge that the current outstanding unpaid principal balance payable under the Loan Documents is \$194,065.00 (the "Existing Principal Balance").

4. CAPITALIZATION AMOUNT.

I acknowledge that interest has accrued but has not been paid and the Lender also has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Loan Documents and that such interest, costs and expenses, in the total amount of \$9,655.87, have been added to the principal balance owed under the Note and secured by the Security Instrument.

5. UNPAID PRINCIPAL BALANCE.

As of June 1st, 2021 the amount payable under the Loan Documents is U.S. \$203,720.87 (the "Unpaid Principal Balance"), consisting of the unpaid amount(s) loaned to Borrower by Lender plus the Capitalization Amount set forth in paragraph No.4.

6. BORROWER'S PROMISE TO PAY.

I promise to pay the Unpaid Principal Balance plus interest charged in accordance with paragraph No.7 to the order of Lender in accordance with the payment schedule set forth in paragraph No.8.

7. INTEREST.

Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500% beginning on May 1st, 2021. The yearly rate of 3.500% will remain in effect until principal and interest are paid in full.

8. MONTHLY PAYMENTS AND DUE DATE.

I promise to make monthly payments of principal and interest as set forth in the schedule below until the principal and interest and any other amounts secured by the Security Instrument are paid in full. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
3.500%	05/01/2021	\$914.80	\$359.63, may adjust periodically	\$1,274.43, may adjust periodically	06/01/2021	360

*The monthly escrow payment amount may be adjusted periodically in accordance with applicable law and therefore I understand that my total monthly payment may change accordingly.

9. MATURITY DATE.

If on May 1st, 2051 (the "Maturity Date"), I still owe amounts under the Loan Documents, as amended by this Agreement, I will pay these amounts in full on the Maturity Date.

10. TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER.

As used in this paragraph, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser or other third party.

If all or any part of the Property or any Interest in 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 the 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 and, within such period, 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 Borrower.

11. SECURITY INSTRUMENT.

I will comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Security Instrument, including without limitation, my 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.5:

(a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, adjustable, step or simple 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 Loan Documents and that contains any such terms and provisions as those referred to in paragraph No.11(a).

12. ADDITIONAL AGREEMENTS. I understand and agree that:

(a) **Escrow.** If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay Lender Funds or any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

(b) **Funds for Escrow Items.** If applicable, I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Loan No.: 0091991174

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

(c) Default. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement; that 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 also apply to default in the making of the payments due under this Agreement; and that I will be in default if, during the loss mitigation application process, I or any persons or entities acting at my direction or with my knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with my mortgage loan or application for mortgage assistance, such material representations include, but are not limited to, representations concerning my income, hardship, Property, and occupancy of the Property;

(d) Loan Documents Remain in Full Force and Effect Except as Modified. All covenants, agreements, stipulations, and conditions in the Loan Documents shall be and remain in full force and effect, except as modified by this Agreement, and none of the Borrower's obligations or liabilities under the Loan Documents shall be diminished or released by any provisions of this Agreement, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Loan Documents, 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 Loan Documents are expressly reserved by Lender. The Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed;

(e) Debt is not Satisfied or Released. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents;

(f) Modification Costs and Expenses of Lender. I agree that 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;

(g) Assignment of Agreement. I understand that I may not assign the Loan Documents or this Agreement to a buyer or transferee of the Property and, unless expressly agreed to by Lender in writing, such buyer or transferee will not be permitted to assume the Loan;

Loan No.: 0091991174

(h) Execution of Documents. I agree to make and execute such other documents or papers as may be necessary or required to: (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this agreement and which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, and administrators, of the Borrower or the Borrower's estate. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under any of Lender's available modification programs. Borrower represents that all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing;

(i) MERS. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. If my loan has been registered with MERS, I understand and agree that MERS has only legal title to the interests granted by the Borrower under the Loan Documents and this Agreement and MERS is acting solely as nominee for Lender and Lender's successors and assigns, and as such, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan;

(j) Lost or Destroyed Documents. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this paragraph shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement;

(k) Mortgage Insurance Premiums. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the Capitalization Amount which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Unpaid Principal Balance; and

(l) Consent to Disclosure of Information. 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 paragraph, 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 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.

Loan No.: 0091991174

Date 6-8-2021

Date 6/8/21

Date _____

Date _____

William Barry West (Seal)
WILLIAM BARRY WEST -Borrower

Charla West (Seal)
CHARLA WEST -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

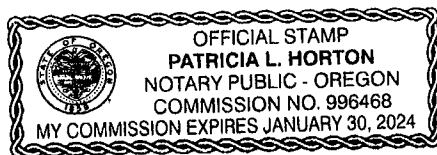
BORROWER ACKNOWLEDGMENT

State of Oregon §
County of Klamath §

On this 8 day of June, 2021, before me,
Patricia L. Horton [name of notary], a Notary Public in and for said state,
personally appeared WILLIAM BARRY WEST and CHARLA WEST

[name of person acknowledged], known to me to be the person who executed the within instrument, and
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Patricia L. Horton
Patricia L. Horton Notary Signature
Type or Print Name of Notary

Notary Public, State of Oregon

My Commission Expires: January 30, 2024

Loan No.: 0091991174

M&T Bank as attorney-in-fact for
Lakeview Loan Servicing, LLC -Lender

6/9/21
-Date

By: Sarah Fulcher
Sarah Fulcher
Banking Officer
Its: _____

LENDER ACKNOWLEDGMENT

State of New York §
§
County of Erie §

On this 9 day of June, 2021, before me,
Charlynn Woelffel [name of notary], a Notary Public in and for said state, personally
appeared Sarah Fulcher, BANKING OFFICER
[name of officer or agent, title of officer or agent] of M&T Bank as attorney-in-fact for Lakeview Loan Servicing,
LLC

, [name of entity]
known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me
that he/she/they executed the same for the purpose therein stated.

(Seal)

CHARLYNN WOELFFEL
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01WO6410541
COMM. EXP. 10/26/2024

Charlynn Woelffel Notary Signature
Type or Print Name of Notary
Notary Public, State of New York
My Commission Expires: 10/26/2024

Exhibit A

APN #: 3808-009D0-05900-000

Lot 1107, Tract 1427- a Replat of Lots 318, 319, 320, 321, 322, 323, and COMMON AREA "A" of Tract 1363, Replat of RUNNING Y RESORT PHASE 4, 1ST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Exhibit "B"

Loan No.: 0091991174

SAME NAME ADDENDUM

THIS ADDENDUM is made this 19th day of May, 2021, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by CHARLA WEST (the "Borrower") which modifies Borrower's Note and Security Instrument to Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank (the "Lender")

and covers the Property located at:

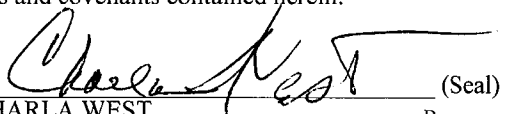
5030 SWALLOW CT, KLAMATH FALLS, Oregon 97601
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

1. Borrower is the same person named in the Note, the Security Instrument, and the Loan Modification Agreement.
2. Borrower is one and the same person as: CHARLA RENE WEST
3. The signature below is Borrower's true and exact signature for execution of the Loan Modification Agreement.
4. Borrower understands that this statement is given as a material inducement to cause Lender to make the Loan Modification Agreement to Borrower and that any false statement, misrepresentations or material omissions may result in civil and criminal penalties.

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

M&T Bank as attorney-in-fact for Lakeview (Seal)
Loan Servicing, LLC -Lender

 (Seal)
CHARLA WEST -Borrower

By: 

Printed Name: Sarah Futcher
Banking Officer

Its: Banking Officer

Exhibit "C"

Loan No.: 0091991174

BANKRUPTCY DISCLOSURE ADDENDUM

THIS BANKRUPTCY DISCLOSURE ADDENDUM ("Addendum") is made this 19th day of May, 2021, and is incorporated into and shall be deemed to amend and supplement the Agreement of the same date, given by the Borrower which modifies Borrower's Note and Security Instrument to Lender and covers the Property.

In addition to the covenants and agreements made in the Agreement, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding **AFTER** the execution of the Note and Security Instrument;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Agreement; and
3. The Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.
4. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Agreement or this Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Except as otherwise specifically provided in this Addendum, the terms of the Agreement will remain unchanged and in full effect.

6-8-2021
Date

6/8/21
Date

Date

Date

William Barry West (Seal)
WILLIAM BARRY WEST -Borrower

Charla West (Seal)
CHARLA WEST -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Loan No.: 0091991174

M&T Bank as attorney-in-fact for Lakeview
Loan Servicing, LLC

-Lender

6/19/21

-Date

By:



Its:

Sarah Fulcher
Banking Officer