

2021-011269

Klamath County, Oregon

07/22/2021 08:26:04 AM

Fee: \$112.00

When recorded mail to:
MYCUMORTGAGE, LLC
3560 PENTAGON BLVD
BEAVERCREEK, OH 45431

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: JUNE 14, 2021

Grantor: DOUGLAS UNDERDOWN AND KRISTINE L UNDERDOWN, HUSBAND AND WIFE.
Grantor Mailing Address: 605 HILL ST, KLAMATH FALLS, OREGON 97601

Grantee: MYCUMORTGAGE, LLC
Grantee Mailing Address: 3560 PENTAGON BLVD
BEAVERCREEK, OH 45431

Legal Description:

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

Reference Instrument: 2014-009073 Book: Page:

0058855313

This Document Prepared By:
ANNIE CRAMER
MYCUMORTGAGE, LLC
3560 PENTAGON BLVD
BEAVERCREEK, OH 45431
(877) 912-8006

When Recorded Mail To:
MYCUMORTGAGE, LLC
3560 PENTAGON BLVD
BEAVERCREEK, OH 45431

Tax/Parcel #: 3809-030BA-01301-000

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Original Principal Amount: \$159,082.00

FHA/VA/RHS Case

Unpaid Principal Amount: \$139,084.68

No.:48-48-6-0389116

New Principal Amount: \$143,553.53

Loan No: 0058855313

New Money (Cap): \$4,468.85

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **JUNE, 2021**, between **DOUGLAS G UNDERDOWN AND KRISTINE L UNDERDOWN, HUSBAND AND WIFE**. ("Borrower"), whose address is **605 HILL ST, KLAMATH FALLS, OREGON 97601** and **MYCUMORTGAGE, LLC** ("Lender"), whose address is

3560 PENTAGON BLVD, BEAVERCREEK, OH 45431, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 26, 2014** and recorded on **SEPTEMBER 2, 2014** in **INSTRUMENT NO. 2014-009073**, 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

605 HILL ST, 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, **JUNE 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,553.53**, 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. **\$4,468.85**.
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 **JUNE 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$624.75**, beginning on the **1ST** day of **JULY, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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.

Douglas G. Underdown
Borrower: DOUGLAS G. UNDERDOWN

22 JUNE 2021

Date

Kristine L. Underdown
Borrower: KRISTINE L. UNDERDOWN *signing solely to
acknowledge this Agreement, but not to incur any personal liability
for the debt

June 22, 2021
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

This instrument was acknowledged before me on June 22, 2021 by
DOUGLAS G. UNDERDOWN, KRISTINE L. UNDERDOWN (name(s) of person(s)).

Karla Janeth Tapia
Notary Public

Print Name: Karla Janeth Tapia

My commission expires: July 05, 2024



In Witness Whereof, the Lender has executed this Agreement.

MYCUMORTGAGE, LLC



By Raymond D. Stacy (print name)
Director of Default Services (title)

6/25/2021
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of OHIO

County of Green

The foregoing instrument was acknowledged before me this 6/25/2021
(date) by Raymond D. Stacy, the Director of Default Services
of MYCUMORTGAGE, LLC, a company, on behalf of the company


Notary Public

Printed Name: Elizabeth A. Rammel
My commission expires: 11/28/2022

MYCUMORTGAGE, LLC
3560 PENTAGON BLVD
BEAVERCREEK, OH 45431



ELIZABETH A. RAMMEL
Notary Public, State of Ohio
My Commission Expires November 28-2022

EXHIBIT A

**BORROWER(S): DOUGLAS UNDERDOWN AND KRISTINE L UNDERDOWN,
HUSBAND AND WIFE.**

LOAN NUMBER: 0058855313

LEGAL DESCRIPTION:

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

**LEGAL DESCRIPTION: REAL PROPERTY IN THE COUNTY OF KLAMATH,
STATE OF OREGON, DESCRIBED AS FOLLOWS:**

**LOTS 11 AND 12, BLOCK 41, BUENA VISTA ADDITION, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK, KLAMATH COUNTY, OREGON.**

ALSO KNOWN AS: 605 HILL ST, KLAMATH FALLS, OREGON 97601