

**2021-012072**

**Klamath County, Oregon**

**08/09/2021 08:32:00 AM**

**Fee: \$112.00**

When recorded mail to:

**FIRST AMERICAN TITLE CO.  
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: JULY 3, 2021**

**Grantor: TERANCE CHAPMAN, A MARRIED MAN**

**Grantor Mailing Address: 7625 LOST RIVER RD, KLAMATH FALLS, OREGON 97603**

**Grantee: QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE  
COMPANY, AS ITS ATTORNEY-IN-FACT**

**Grantee Mailing Address: 635 WOODWARD AVE  
DETROIT, MI 48226**

**Legal Description:**

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

**Reference Instrument: 2019-00495 Book: Page:**

This Document Prepared By:  
**DAVID O'BRIEN**  
**QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**  
**(888) 663-7374**

When Recorded Mail To:  
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**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #:**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$301,725.00**                      **FHA/VA/RHS Case No.:48**  
**Unpaid Principal Amount: \$295,041.26**                      **4860468100**  
**New Principal Amount: \$305,949.93**                      **Loan No: 3426023936**  
**Capitalization Amount: \$10,908.67**

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

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **JULY, 2021**, between **TERANCE CHAPMAN, A MARRIED MAN** ("Borrower"), whose address is **7625 LOST RIVER RD, 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 **MAY 6, 2019** and recorded on **MAY 7, 2019** in **INSTRUMENT NO. 2019-00495**, 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

**7625 LOST RIVER RD, 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, **JULY 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$305,949.93**, 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. **\$10,908.67**.
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 **JULY 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,331.51**, beginning on the **1ST** day of **AUGUST, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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.

*Terance Chapman*  
Borrower: **TERANCE CHAPMAN**

7-27 2021  
**Date**

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

STATE OF **OREGON**  
COUNTY OF Klamath

This instrument was acknowledged before me on 27 July 2021 by  
**TERANCE CHAPMAN** (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) 8-4-21 Date  
VICE PRESIDENT (title)

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

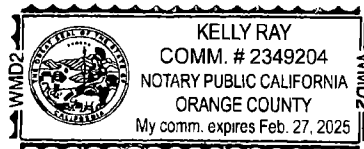
STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8-4-2021  
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: Kelly Ray  
My commission expires: 2/27/2025



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

**EXHIBIT A**

**BORROWER(S): TERANCE CHAPMAN, A MARRIED MAN**

**LOAN NUMBER: 3426023936**

**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 4, BLOCK 1, RIVER RANCH ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**AND**

**LOT 9 IN BLOCK 3, RIVER RANCH ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**ALSO KNOWN AS: 7625 LOST RIVER RD, KLAMATH FALLS, OREGON 97603**