

**2021-013015**

**Klamath County, Oregon**

**08/26/2021 08:26:00 AM**

**Fee: \$122.00**

When recorded mail to:

**PLANET HOME LENDING, LLC**

**321 RESEARCH PARKWAY, SUITE 303**

**MERIDEN, CT 06450**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**Document Date: JULY 26, 2021**

**Grantor: PETER J KAROGLOU AND WENDY L KAROGLOU AS TENANTS BY THE ENTIRETY**

**Grantor Mailing Address: 6543 CLIMAX AVE, KLAMATH FALLS, OREGON 97603**

**Grantee: PLANET HOME LENDING, LLC**

**Grantee Mailing Address: 321 RESEARCH PARKWAY, SUITE 303**

**MERIDEN, CT 06450**

**Legal Description:**


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

**Reference Instrument: 2011-007961**



**0009166216**

This Document Prepared By:  
**LUANN GRIFFIN**  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**  
**(855) 884-2250**  
**NMLS# 17022**

When recorded mail to:	13463596
FAMS-DTO Rec	
3 First American Way	
Santa Ana, CA 92707	303
Planet	35992.1
X-OR KAROGLOU	PR DOCS E-Record

**Tax/Parcel #: 504387**

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**Original Principal Amount: \$166,321.00**

**RHS Case No.: 914472410**

**Unpaid Principal Amount: \$134,529.49**

**MERS Min: 1000525 5032168725 2**

**New Principal Amount: \$143,430.45**

**MERS Phone #: (888) 679-6377**

**Capitalization Amount: \$8,900.96**

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

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **JULY, 2021**, between **PETER J KAROGLOU AND WENDY L KAROGLOU, AS TENANTS BY THE ENTIRETY** ("Borrower"), whose address is **6543 CLIMAX AVE, KLAMATH FALLS, OREGON 97603** and **PLANET HOME LENDING, LLC**

("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, and Mortgage Electronic Registration Systems, Inc. ("MERS") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 1, 2011** and recorded on **JULY 6, 2011** in **INSTRUMENT NO. 2011-007961**, 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

**6543 CLIMAX AVE, 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, **AUGUST 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,430.45**, 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. **\$8,900.96**.
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 **4.7560%**, from **AUGUST 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$867.96**, beginning on the **1ST** day of **SEPTEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2044** (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.

~~Peter J Karoglou~~ Peter J Karoglou  
Borrower: PETER J KAROGLOU

8-4-21

~~8-3-21~~

Date

Wendy Karoglou  
Borrower: WENDY L KAROGLOU \*signing solely to acknowledge  
this Agreement, but not to incur any personal liability for the debt

8-4-21

Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

STATE OF OREGON

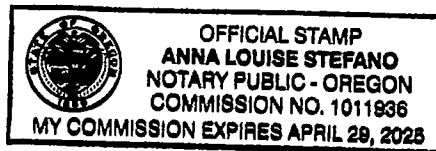
COUNTY OF Klamath

This instrument was acknowledged before me on August 4, 2021 by  
PETER J KAROGLOU, WENDY L KAROGLOU (name(s) of person(s)).


Anna Louise Stefano  
Notary Public

Print Name: Anna Louise Stefano

My commission expires: April 29, 2025



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as designated nominee for lender and lender's, beneficiary of the security instrument, its successors and assigns

By   
Thomas M. O'Connell  
Assistant Secretary

8/6/2021  
Date

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

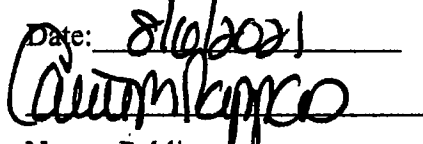
Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 6 day of August, 2021, before me, a Notary Public, personally appeared **Thomas M. O'Connell** (Name of Officer) who acknowledged himself/herself to be the **Assistant Secretary** (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that he/she, as such **Assistant Secretary** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **Assistant Secretary** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 8/6/2021  
  
Notary Public

CARRIE M. PAPPAS  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
January 31, 2023

Printed Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

S. Joseph Arriaga  
By S. Joseph Arriaga (print name)  
NMLS #1628071  
Assistant Secretary (title)

8-6-2021  
Date

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

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 6 day of August, 2021, before me, a Notary Public, personally appeared **S. JOSEPH ARRIAGA NMLS #1628071** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **ASSISTANT SECRETARY** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **ASSISTANT SECRETARY** (Title of Officer).

In witness, whereof I hereunto set my hand.

Date: 8/6/2021  
Carrie M. Pappas  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CARRIE M. PAPPAS**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
January 31, 2023

**EXHIBIT A**

**BORROWER(S): PETER J KAROGLOU AND WENDY L KAROGLOU AS  
TENANTS BY THE ENTIRETY**

**LOAN NUMBER: 0009166216**

**LEGAL DESCRIPTION:**

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

**LOT 15, BLOCK 2 OF MOYINA MANOR, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
COUNTY, OREGON.**

**ALSO KNOWN AS: 6543 CLIMAX AVE, KLAMATH FALLS, OREGON 97603**



## Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **PLANET HOME LENDING, LLC** (the "Lender") and **PETER J KAROGLOU AND WENDY L KAROGLOU AS TENANTS BY THE ENTIRETY** (the "Borrower") dated **JULY 26, 2021** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

  
\_\_\_\_\_  
Lender Signature

By: S. Joseph Arriaga NMLS #1628071

Title: Assistant Secretary

8-6-2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Borrower: PETER J KAROGLOU

8-3-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Borrower: WENDY L KAROGLOU

8-3-21  
\_\_\_\_\_  
Date