

**2021-016296**

**Klamath County, Oregon**

**10/29/2021 08:29:01 AM**

**Fee: \$112.00**

When recorded mail to:

**FIRST AMERICAN TITLE CO.**

**FAMS – DTO RECORDING**

**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: SEPTEMBER 14, 2021**

**Grantor: SHANE JONES AND HALLIE KRAG, WITH RIGHT OF SURVIVORSHIP**

**Grantor Mailing Address: 204 ANGELA CT, KLAMATH FALLS, OREGON 97601**

**Grantee: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER  
LIMITED POA**

**Grantee Mailing Address: 532 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202**

**Legal Description:**

**LOT 20 CITY OF KLAMATH FALLS STATE OF OREGON COUNTY OF KLAMATH**

**Reference Instrument: 2019-00787 Book: Page:**

0505097289

This Document Prepared By:  
**RUTH BULWINKLE**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
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**SANTA ANA, CA 92707-9991**

**Tax/Parcel #: 884749**

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**Original Principal Amount: \$226,262.00**

**FHA/VA/RHS Case**

**Unpaid Principal Amount: \$222,405.39**

**No.:0224249334**

**New Principal Amount: \$237,966.35**

**Loan No: 0505097289**

**New Money (Cap): \$15,560.96**

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

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **SEPTEMBER, 2021**, between **SHANE JONES AND HALLIE KRAG, WITH RIGHT OF SURVIVORSHIP** ("Borrower"), whose address is **204 ANGELA CT, KLAMATH**

**FALLS, OREGON 97601 and LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender"),** whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 12, 2019** and recorded on **JULY 12, 2019** in **INSTRUMENT NO. 2019-00787**, 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

**204 ANGELA CT, 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, **OCTOBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$237,966.35**, 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. **\$15,560.96**. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$0.00.**
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 **3.5000%**, from **OCTOBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,087.68**, beginning on the **1ST** day of **NOVEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2050** (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.

Shane Jones  
Borrower: **SHANE JONES**

9-22-21  
Date

Hallie Krag  
Borrower: **HALLIE Krag**

9/22/21  
Date

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

**BORROWER ACKNOWLEDGMENT**

**STATE OF OREGON**

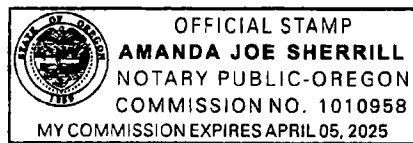
**COUNTY OF** Klamath

This instrument was acknowledged before me on September, 22 2021 by  
**SHANE JONES, HALLIE Krag** (name(s) of person(s)).

Amanda Joe Sherrill  
Notary Public

Print Name: Amanda Joe Sherrill

My commission expires: April 05 2025



In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**

By Shannon Melvin (print name) 9/27/2021 Date  
LM Escalation Specialist (title)

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

**LENDER ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 27 day of September,  
2021 (year), by Shannon Melvin (name of person) as  
LM Escalation Specialist (type of authority,...e.g. officer, trustee, attorney in  
fact) for **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB,  
ATTORNEY IN FACT UNDER LIMITED POA** (name of party on behalf of whom  
instrument was executed).

Miriam Walker  
(Signature of Notary Public - State of Florida)

Miriam Walker  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_



Miriam Walker  
Notary Public  
State of Florida  
Comm# HH099400  
Expires 3/2/2025



**EXHIBIT A**

**BORROWER(S): SHANE JONES AND HALLIE KRAG, WITH RIGHT OF  
SURVIVORSHIP**

**LOAN NUMBER: 0505097289**

**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 20, TRACT 1327 OLD FORT ESTATES, ACCORDING TO THE OFFICIAL  
PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
KLAMATH COUNTY, OREGON.**

**ALSO KNOWN AS: 204 ANGELA CT, KLAMATH FALLS, OREGON 97601**