

2021-018381

Klamath County, Oregon

12/13/2021 08:25:03 AM

Fee: \$127.00

This Document Prepared By:

JOSHUA MENDOZA

FLAGSTAR BANK, FSB

532 RIVERSIDE AVE.

JACKSONVILLE, FL 32202

800-393-4887

When Recorded Mail To:

FIRST AMERICAN TITLE

ATTN: JAVIER TONY VARGAS

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707

Tax/Parcel #: 506152

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$235,653.00

FHA/VA/RHS Case No.: 703 431-

Unpaid Principal Amount: \$229,464.61

7040825

New Principal Amount: \$236,285.06

Loan No: 0505216478

New Money (Cap): \$6,820.45

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **23RD** day of **AUGUST, 2021**, between **SHARON R. ELLIS AND MATTHEW O. ROSS, WITH RIGHT OF SURVIVORSHIP** ("Borrower"), whose address is **1805 CHINCHALLA**

WAY, KLAMATH FALLS, OREGON 97603 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 **JANUARY 30, 2020** and recorded on **JANUARY 30, 2020** in **INSTRUMENT NO. 2020-001220**, 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

1805 CHINCHALLA WAY, 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, **SEPTEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$236,285.06**, 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. **\$6,820.45**. **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 **3.0000%**, from **SEPTEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$996.19**, beginning on the **1ST** day of **OCTOBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 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.

Sharon R. Ellis
Borrower: SHARON R. ELLIS

9-27-2021

Date

Matthew O. Ross
Borrower: MATTHEW O. ROSS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

9-27-2021

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

This instrument was acknowledged before me on September 27, 2021 by
SHARON R. ELLIS, MATTHEW O. ROSS (name(s) of person(s)).

Kristina Sue Windom
Notary Public

Print Name:

Kristina Sue Windom

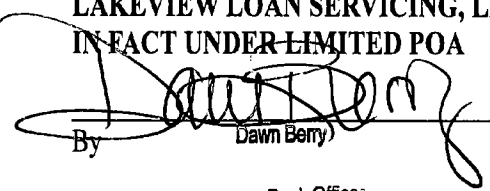
My commission expires:

May 24, 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  (print name)
Dawn Berry (title)
Bank Officer

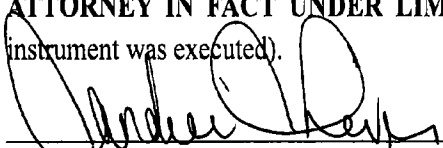
09/30/2021
Date

_____[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 30th day of September,
2021 (year), by Dawn Berry (name of person) as
Bank Officer (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).


(Signature of Notary Public - State of Florida)

Candice Chever

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

Personally Known OR Produced Identification

Type of Identification Produced _____



Candice Chever
Notary Public
State of Florida
Comm# HH111098
Expires 4/10/2025

EXHIBIT A

BORROWER(S): SHARON R. ELLIS AND MATTHEW O. ROSS, WITH RIGHT OF SURVIVORSHIP

LOAN NUMBER: 0505216478

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 2, BLOCK 6, SECOND ADDITION TO WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF KLAMATH COUNTY, OREGON.

ALSO KNOWN AS: 1805 CHINCHALLA WAY, KLAMATH FALLS, OREGON 97603