

2022-003264

Klamath County, Oregon

03/16/2022 02:45:01 PM

Fee: \$112.00

After Recording Return To:  
ServiceLink  
Attn: Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602

Until change is requested, all tax statements shall  
be sent to the following address:  
KELLI L. ELLIOTT  
5521 MASON LANE  
KLAMATH FALLS, OR 97601

Tax Account Number: R492826

[Space Above This Line For Recording Data]

210063431 - MT

FHA Case #: 004316662655703B

65409

Investor Loan No: 0221221439

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of February, 2022, between KELLI L. ELLIOTT ("Borrower") and LAKEVIEW LOAN SERVICING, LLC BY ITS ATTORNEY-IN-FACT M&T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 26, 2018, in the amount of \$244,759.00 and recorded on February 12, 2018 in Book, Volume, or Liber No. , at Page (or as Instrument No. 2018-001629) , of the Official (Name of Records) Records of Klamath, OREGON (County and State, or other jurisdiction) 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 5521 MASON LANE, KLAMATH FALLS, OR 97601 (Property Address)

the real property described 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 February 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$192,426.99, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.125%, from



**January 1, 2022.** Borrower promises to make monthly payments of principal and interest of U.S. \$824.31, beginning on the 1st day of February, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.125% will remain in effect until principal and interest are paid in full. If on January 1, 2052 (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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. Borrower understands and agrees that:

- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.



- c) 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.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

  
Borrower - KELLI L. ELLIOTT

Date: 2/11/2022

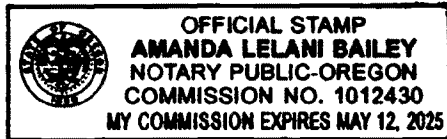


ACKNOWLEDGMENT

State of Oregon  
County of Klamath

§  
§  
§

This instrument was acknowledged before me on February 11<sup>th</sup>, 2022 by **KELLI L. ELLIOTT**.



(Seal, if any)

Amanda Bailey  
Signature of Notarial Officer  
Amanda Bailey  
Printed Name  
Assistant Branch Manager  
Title (and Rank)

My Commission Expires: 05/12/2025



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
LAKEVIEW LOAN SERVICING, LLC BY ITS ATTORNEY-IN-FACT M&T BANK

By: S Fulcher 2/16/22  
Sarah Fulcher -Lender Date of Lender's Signature  
Banking Officer

ACKNOWLEDGMENT

State of new York §  
County of Erie §

On this 16 day of February in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Sarah Fulcher the BANKING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in new York State, Erie County  
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

[Signature]  
Signature of Individual Taking Acknowledgment

JENNIFER MEIGS  
NOTARY PUBLIC STATE OF NEW YORK  
NIAGARA COUNTY  
LIC. #01ME6419160  
COMM. EXP. 06/28/2025

Printed Name

Office of Individual Taking Acknowledgment

(Seal)

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





**EXHIBIT A**

**BORROWER(S): KELLI L. ELLIOTT**

**LOAN NUMBER: 0102240595**

**LEGAL DESCRIPTION:**

**STATE OF OREGON, COUNTY OF KLAMATH, AND DESCRIBED AS FOLLOWS:**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS: LOT 7 IN BLOCK 6 OF TRACT NO. 1016, KNOWN AS GREEN ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. PARCEL ID: R492826 COMMONLY KNOWN AS 5521 MASON LANE, KLAMATH FALLS, OR 97601 HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED**

**Tax Account Number: R492826**

**ALSO KNOWN AS: 5521 MASON LANE, KLAMATH FALLS, OR 97601**

