

2022-007378

Klamath County, Oregon

06/14/2022 08:32:01 AM

Fee: \$137.00

When recorded mail to:

FIRST AMERICAN TITLE

ATTN: JAVIER TONY VARGAS

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707

_____ [Space Above This Line for Recording Data] _____

Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: FEBRUARY 16, 2022

Grantor: RAYCHARLES D. BENTLEY A MARRIED MAN

Grantor Mailing Address: 1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601

Grantee: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Grantee Mailing Address: 501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

Legal Description:

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

Reference Instrument: 2016-006704 Book: Page:

This Document Prepared By:
SIRENNA SCOTT
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #: R-3809-029BC-07201-000

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$127,399.00

FHA/VA/RHS Case

Unpaid Principal Amount: \$89,322.26

No.: 4316281860703

New Principal Amount: \$108,613.15

MERS Min: 100656400010118682

New Money (Cap): \$19,290.89

MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **16TH** day of
FEBRUARY, 2022, between **RAYCHARLES D. BENTLEY A MARRIED MAN**

("Borrower"), whose address is **1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, and Mortgage Electronic Registration Systems, Inc. ("MERS") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 20, 2016** and recorded on **JUNE 24, 2016** in **INSTRUMENT NO. 2016-006704**, 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

1693 SISKIYOU STREET, 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, **MARCH 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$108,613.15**, 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. **\$19,290.89**.
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 **3.7500%**, from **MARCH 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$503.00**, beginning on the **1ST** day of **APRIL, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2052** (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.

RCB
Borrower: **RAYCHARLES D. BENTLEY**

3-22-22
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

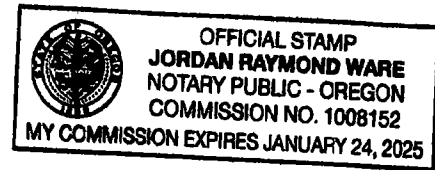
STATE OF OREGON
COUNTY OF *Klamath*

This instrument was acknowledged before me on *March 22, 2022* by
RAYCHARLES D. BENTLEY (name(s) of person(s)).

[Signature]
Notary Public

Print Name: *Jordan Ware*

My commission expires: *Jan 24, 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 LC

MAY 24 2022

Date

[Space Below This Line for Acknowledgments]

STATE OF OKLAHOMA COUNTY OF OKLAHOMA

The instrument was acknowledged before me this MAY 24 2022 by Steven Johnson, the Vice President of Mortgage Electronic Registration Systems, Inc., a Corporation, on behalf of said entity.

Kriston Noelle Ahlefeld
Notary Public



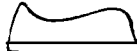
Printed Name: Kriston Noelle Ahlefeld

My commission expires: JAN 24 2023

**THIS DOCUMENT WAS PREPARED BY:
SIRENNA SCOTT
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118**

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

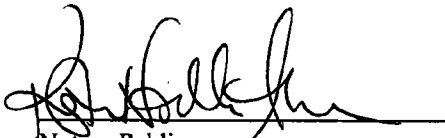
By  Melissa Buck Vice President MAY 24 2022
(print name) (title) Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on MAY 24 2022 (date)
by Melissa Buck, as Vice President of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public

Printed Name: Kriston Noelle Ahlefeld

My commission expires: JAN 24 2023



**THIS DOCUMENT WAS PREPARED BY:
SIRENNA SCOTT
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118**

EXHIBIT A

BORROWER(S): RAYCHARLES D. BENTLEY A MARRIED MAN

LOAN NUMBER: 57379465

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:

A TRACT OF LAND BEING A PORTION OF LOTS 6 AND 7, BLOCK 61 OF BUENA VISTA ADDITION, SITUATED IN THE SW 1/4 NW 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 6, FROM WHICH THE NORTHEAST CORNER OF LOT 4, BLOCK 61 BEARS NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 145.13 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID

LOTS 6 AND 7, 129.30 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE U.S.B.R "A" CANAL TUNNEL RIGHT OF WAY;

THENCE NORTH 51 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG THE SAID TUNNEL RIGHT OF WAY LINE, 157.71 FEET

TO A POINT ON THE ADJUSTED LINE; THENCE, ALONG THE SAID ADJUSTED LINE, SOUTH 89 DEGREES 30 MINUTES 01 SECONDS EAST 46.07 FEET, NORTH 00 DEGREES 29 MINUTES 59 SECONDS EAST 30.19 FEET AND NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 75.06 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601