Klamath County, Oregon 07/15/2022 08:36:01 AM

Fee: \$102.00

After Recording Return To: CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

This Document Prepared By: **Home Preservation** Umpgua Bank 13535 SW 72nd Ave Suite 200 Tigard, OR 97223

Until a change is requested all tax statements shall be sent to the following address. Umpqua Bank 13535 SW 72nd Ave Suite 200 Tigard, OR 97223

True and Actual Consideration is: \$0.00

[Space Above This Line For Recording Data]

Original Recording Date: October 18, 2018

Loan No: 8501382776 Investor Loan No: 0609560

Original Loan Amount: \$171,717.00

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26th day of May, 2022, between VANESSA A VIDALES-RODARTE whose address is 1436 SISKIYOU ST, KLAMATH FALLS, OR 97601 ("Borrower") and Oregon Housing and Community Services which is organized and existing under the laws of The United States of America, and whose address is 1725 Summer ST NE Suite B, Salem, OR 97223 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 16, 2018 and recorded in Instrument No: 2018-012755 and recorded on October 18,

2018, of the Official Records of KLAMATH County, OR 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

1436 SISKIYOU ST, KLAMATH FALLS, OR 97601,

(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOT 51 OF WEST PARK, ACCORDING TO THE OFFICIAL PLAT-THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as





HUD MODIFICATION AGREEMENT

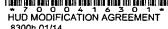


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follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of May 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$173,870.27, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$8,913.99 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.
- 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 4.125%, from May 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$842.67, beginning on the 1st day of June, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 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.
- 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.





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- 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.



HUD MODIFICATION AGREEMENT

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VANESSA A VIDALES-RODARTE -Borrower	Date: 6/20/22
[Space Below This Line For Acknowledgments]	
State of Oregon	
County of Klamath	
This instrument was acknowledged before me, a Notary F	² ublic on
VANESSA A VIDALES-RODARTE.	
Kud Lee Japk (Signature of notarial officer) Notary (Title or rank)	OFFICIAL STAMP RINDA LEE TAPLEY NOTARY PUBLIC - OREGON COMMISSION NO. 1005304 MY COMMISSION EXPIRES OCTOBER 22, 2024
My Commission expires : 10-22-24	· - ·
Origination Company: Umpqua Bank	



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NMLSR ID: 401867



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Oregon Housing and Community Services
By:
Date of Lender's Signature [Space Below This Line For Acknowledgments] State of Oregon
County of Marion
This instrument was acknowledged before me, on
Chris Knight the Francial Analyst of Oregon Housing and Community Services
Gregor Housing and Community Services
(Signature of notarial officer) Loan Serving Special is t (Title or rank) OFFICIAL STAMP CRAIG EDWARD TILLOTSON NOTARY PUBLIC - OREGON COMMISSION NO. 1009618 MY COMMISSION EXPIRES MARCH 04, 2025



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