2022-008704

Klamath County, Oregon 07/18/2022 09:46:01 AM

Fee: \$127.00

When recorded, return to: Mann Mortgage, LLC Attn: Final Document Department 1220 Whitefish Stage Kalispell, MT 59901

Escrow No.: 437492AM LOAN #: 4123753

MERS #: 100063200041167808

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of July, 2022, between Henry C McQuown AND Audrey C McQuown ("Borrowers") and Mann Mortgage LLC ("Lender"), Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 03/11/2021 and recorded in Book or Liber Recording# 2021-003757 of the County 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

1957 Blue Pool Way Chiloquin, OR 97624

the real property described being set forth as follows:

APN: 235891

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"

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):

- As of July 11th, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S.155,150.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 July 1st, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$751.93, beginning on the August 1st, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.125% will remain in effect until principal and interest are paid in full. If on July 1st, 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. I above:
 - (n) 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

Return To

Deschutes County Title

- (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.
 - 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.

	mone number, or email address Borrower has provided it
Lender or Third Parties.	
(Seal)	The Ex
Zachry Parrott, -Lender Agent	Henry C McQuown -Borrower
By: Zachry Parrott	Audrey C. M. Quova (Seal) Andrey C. Magnown -Borrower
Date of Lender's Signature	and Company of the
S	
Mortgage Electronic Registration Systems, Inc. ("MERS")	
Stephanic Grein, Assistant Secretary	

[Space Below This Line for Acknowledgments]

State of Montana) County of Flathead)	ss:
Stephanie Grein who being duly:	(2), before me, a Notary Public, personally appeared, to me known, sworn, did say that he is the Assistant Secretary of Mortgage Electronic t said instrument was signed on behalf of said corporation
CARI FETTERS NOTARY PUBLIC to State of Montan Residing at Columbia Falls, Mon My Commission Ex March 17, 2024 Lender: MANN MORTGAGE, LLC	Notary Public: State of Montana My Commission Expires: March 17, 2026
NMLS ID: 2550 Loan Originator: Cory Alderman NMLS ID: 1615781	
State of Original County of Daschudes	In Co. IT man 6
This instrument was acknowledged be AudreyCMcQuown	fore me on Volume 15, 2022 by Henry CMcQuown AND
Official Seal:	Signature of Sociarial Officer Aloury Lutter Title (and Rank)
OFFICIAL STA SANDI KAY STE NOTARY PUBLIC-C COMMISSION NO. MY COMMISSION EXPIRES DECEME	MMP WART DREGON 1006602 My commission expires: 12/3/34
STATE OF: Montana COUNTY OF: Flather ss:	
Public in and for said State, personally basis of satisfactory evidence to be the acknowledged to me that he/she/they of	in the year 2022 before me, the undersigned, a Notary appeared Zachry Parrott, personally known to me or proved to me on the individual(s) whose name(s) is(are) subscribed to the within instrument and executed the same in his/her/their capacity(ies), and that by his/her/their ividual(s), or the person on hehalf of which the individual(s) acted, executed
Cari Fetters Cari Fetters	Official Sear COTARIA SEAL COLUMBIA FAILS, Montana My Commission Expires March 17, 2028
Notary Printed Name Notary Public; State of Horston	4
Qualified in the County of Flath My Commission expires: Harch	

EXHIBIT "A" LEGAL DESCRIPTION

Lot 1, Block 5 of TRACT NO. 1065, IRISH BEND, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH an undivided 1/90th interest in and to Lot 12, Block 4, IRISH BEND.



This document was prepared by: MANN MORTGAGE, LLC 1220 WHITEFISH STAGE KALISPELL, MT 59901 406-890-6070

LOAN #: 4123753

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF OR

COUNTY OF Klamath

This Manufactured Home Affidavit of Affixation is made this 11th day of March, 2021 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to MANN MORTGAGE, LLC, a Limited Liability Company

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1.	Homeowner	owns the manu	ıfactured home	("Home") describ	ed as follows:
	New x	Used	Year 2022	Length 46	Width_1

Manufacturer/Make Wester Super Value	
Model Name or Model No. 210WV20442V	
Serial No. <u>FLE2100R21-22064A & FLE2100R21-22064B</u>	
Serial No	
Serial No	
Serial No	
HUD Label Number(s) ORE 547415 & ORE 547416	
Certificate of Title Number	

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc.

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GMANARDU 1117 GMANARLU (CLS) 07/11/2022 02:16 PM PST

Recorded by Deschutes County Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or effect of document.



Return To Deschutes County Title

LOAN #: 4123753

- 2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
- 4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
- 5. The Home is or will be located at the following "Property Address": 1957 Blue Pool Way, Chiloquin

Klamath, OR 97624

(Street or Route, City) (County) (State, Zip Code)

 The legal description of the Property Address ("Land") is typed below or please see attached legal description.
 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBITA"

- 7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
- 8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
- The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc.

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LOAN #: 4123753

Name of Lienholder	Name of Lienholder
Address:	Address:
Original Principal Amount Secured: \$	Original Principal Amount Secured: \$
11. Homeowner agrees that as of today Address, upon the delivery of the I	y, or if the Home is not yet located at the Property Home to the Property Address:
(a) All permits required by governr	nental authorities have been obtained;
soil conditions of the Land. All applicable state and local build	Home was designed by an engineer to meet the foundations are constructed in accordance with ling codes, and manufacturer's specifications in any applicable manufacturer's warranty;
(c) If piers are used for the Home, Home manufacturer;	they will be placed where recommended by the
(d) The wheels, axles, towbar or h on the Property Address; and	nitch were removed when the Home was placed
(e) The Home is (i) Permanently A of site-built housing, and (iii) is	ffixed to a foundation, (ii) has the characteristics part of the Land.
	f the Land, any conveyance or financing of the gle transaction under applicable state law.
other claim, lien or encumbrance	Affidavit, the Homeowner is not aware of (i) any affecting the Home, (ii) any facts or information ld reasonably affect the validity of the title of the stence of security interests in it.
14. The Homeowner hereby initials on the Home:	e of the following choices, as it applies to title to
certificate of origin, duly endor	a certificate of title. The original manufacturer's sed to the Homeowner, is attached to this Affidavit, the real property records of the jurisdiction where
☐ B. The Home is not covered by a the Homeowner is unable to porigin.	certificate of title. After diligent search and inquiry, produce the original manufacturer's certificate of
	e of origin and/or certificate of title to the Home liminated as required by applicable law.
\square D. The Home shall be covered by	by a certificate of title.
15. This Affidavit is executed by Home	owner pursuant to applicable state law.



LOAN #: 4123753

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

HENRY CMCQUOWN

DATE

Audry C. M. Grown

AUDREY CMCQUOWN

This instrument was acknowledged before me on July (5, 2022)

County of Declara

This instrument was acknowledged before me on July (5, 2022)

This instrument was acknowledged before me on July (5, 2022)

DATE

State of OFFICIAL STAMP SAND! MAY STEWART NOTARY PUBLIC-OREGON COMMISSION NO. 1006602

MY COMMISSION EXPIRES DECEMBER 03, 2024

My commission expires: (2/3/24)

My commission expires: (2/3/24)

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

MANN MORTGAGE, LLC, a Limited Liability Company
Lender
Cory Alderman
By: Authorized Signature Dorg Allerman, Loan officer
STATE OF: <u>Deschutes</u> SS.:
On the 11th day of 10 in the year 3032 before me, the undersigned, a Notary Public in and for said State, personally appeared 10 in Alderman
personally known to me er proved to me on the
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),
or the person on behalf of which the individual(s) acted, executed the instrument.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc.

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File No.: 437492AM

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EXHIBIT "A" LEGAL DESCRIPTION

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