

2022-009223

Klamath County, Oregon

07/28/2022 08:26:01 AM

Fee: \$117.00

This Document Prepared By:
RUTH BULWINKLE
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 173083

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$131,773.00 **VA Case No.: 4848-6-0437783**
Unpaid Principal Amount: \$120,635.79 **Loan No.: 0504685740**
New Principal Amount: \$99,872.54
New Money (Cap): \$0.00

Property Address: 1759 N ELDORADO AVE, KLAMATH FALLS, OREGON 97601

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **JULY, 2022**, between **PATRICK J. HADDOX AND KRISTIAN H. HADDOX, AS TENANTS BY THE ENTIRETY** ("Borrower"), whose address is **1759 N ELDORADO AVE, KLAMATH FALLS, OREGON 97601** 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 **JULY 3, 2017** and recorded on **JULY 6, 2017** in **INSTRUMENT NO. 2017-007550**, 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

1759 N ELDORADO AVE, KLAMATH FALLS, OREGON 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, **JULY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$99,872.54**, 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. **\$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 **4.1250%**, from **JULY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 484.03**, beginning on the **1ST** day of **AUGUST, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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 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. **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.


Borrower: **PATRICK J. HADDOX**

7-22-22
Date


Borrower: **KRISTIAN H. HADDOX**

7-22-22
Date

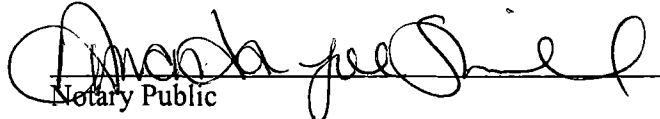
_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

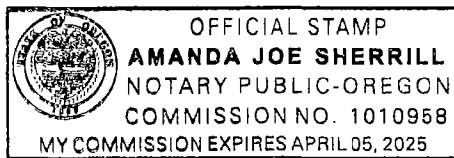
COUNTY OF Klamath

This instrument was acknowledged before me on July 22 2022 by
PATRICK J. HADDOX, KRISTIAN H. HADDOX (name(s) of person(s)).


Notary Public


Print Name: Amanda Joe Sherrill

My commission expires: April 05 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) Zachariah Scales (title) 7-27-22 Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

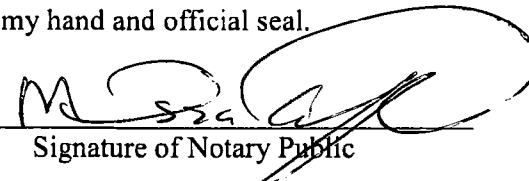
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

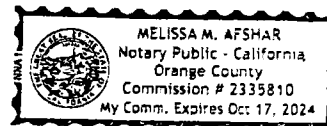
State of CA)
County of Orange)

On JUL 27 2022 before me Melissa M. Afshar Notary Public, personally appeared Zachariah Scales, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



(Seal)

EXHIBIT A

**BORROWER(S): PATRICK J. HADDOX AND KRISTIAN H. HADDOX, AS
TENANTS BY THE ENTIRETY**

LOAN NUMBER: 0504685740

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:**

PARCEL 1:

**A PORTION OF BLOCK 24, ELDORADO HEIGHTS, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK, KLAMATH COUNTY, OREGON DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST WESTERLY CORNER OF SAID BLOCK 24;
THENCE SOUTH 49 DEGREES 50 MINUTES EAST ALONG THE
SOUTHWESTERLY BOUNDARY OF SAID BLOCK 24, A DISTANCE OF 55.0
FEET, TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH IS 756.78
FEET, WHICH CURVE FORMS A PORTION OF THE SOUTHWEST BOUNDARY
OF SAID BLOCK 24; THENCE SOUTHEASTERLY ALONG THE ARC OF THE
CURVE OF SAID SOUTHWEST BOUNDARY, A DISTANCE OF 45.7 FEET, TO
THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY
ALONG THE ARC OF THE CURVE OF SAID SOUTHWEST BOUNDARY, 57.7
FEET; THENCE NORTH 48 DEGREES 02 MINUTES EAST ALONG THE
EXTENDED RADIUS OF SAID CURVE, 110.0 FEET; THENCE
NORTHWESTERLY ALONG THE ARC OF A CURVE 110.0 FEET FROM AND
PARALLEL TO SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 66.22
FEET; THENCE SOUTH 43 DEGREES 38 MINUTES WEST ALONG THE
EXTENDED RADIUS OF SAID CURVE 110.0 FEET; MORE OR LESS, TO THE
TRUE POINT OF BEGINNING.**

PARCEL 2:

**A PORTION OF BLOCK 24, ELDORADO HEIGHTS, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:**

BEGINNING AT THE MOST WESTERLY CORNER OF BLOCK 24 OF SAID ELDORADO HEIGHTS; THENCE SOUTH 49 DEGREES 50 MINUTES EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 24, A DISTANCE OF 55.0 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH IS 756.78 FEET, WHICH CURVE FORMS A PORTION OF THE SOUTHWEST BOUNDARY OF SAID BLOCK 24; THENCE SOUTHEASTERLY ALONG THE ARC OF THE CURVE OF SAID SOUTHWEST BOUNDARY, A DISTANCE OF 40.7 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF THE CURVE OF SAID SOUTHWEST BOUNDARY, A DISTANCE OF 5 FEET; THENCE NORTH 43 DEGREES 38 MINUTES EAST ALONG THE EXTENDED RADIUS OF SAID CURVE, 110.0 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, 110.0 FEET FROM AND PARALLEL TO SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 5.74 FEET; THENCE SOUTH 43 DEGREES 15 MINUTES WEST, ALONG THE EXTENDED RADIUS OF SAID CURVE, 110.0 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. THIS DESCRIPTION IS BASED UPON A RESURVEY OF THAT PORTION OF SAID BLOCK 24, ELDORADO HEIGHTS, FACING ELDORADO BOULEVARD, WHICH RESURVEY SHOWS AN ERROR IN THE LENGTH OF THE CURVE ALONG THE SOUTHWEST BOUNDARY OF SAID BLOCK 24. THE ORIGINAL PLAT OF SAID SUBDIVISION, SHOWS THE LENGTH OF SAID CURVE TO BE 377.7 FEET, WHEN THE ACTUAL LENGTH OF THE CURVE, AS SHOWN BY COMPUTATIONS AND THE LOCATIONS OF EXISTING MONUMENTS, IS 38.2 FEET. THE ABOVE DESCRIPTION TAKES INTO ACCOUNT THE APPORTIONMENT OF THE ERROR BETWEEN ALL LOTS FACING SAID CURVE.

PARCEL 3:

A PORTION OF BLOCK 24, ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID BLOCK 24; THENCE SOUTH 49 DEGREES 50 MINUTES EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 24, A DISTANCE OF 55.0 FEET TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH IS 756.78 FEET, WHICH CURVE FORMS A PORTION OF THE SOUTHWEST BOUNDARY OF SAID BLOCK 24; THENCE SOUTHEASTERLY ALONG THE ARC OF THE CURVE OF SAID SOUTHWEST BOUNDARY, A DISTANCE OF 32.7 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIPTION AND ALSO

BEING THE MOST SOUTHEASTERLY CORNER OF THE TRACT IN BLOCK 322, PAGE 274, RECORDED JUNE 27, 1960 BETWEEN EVELYN N. DREW TO KLAMATH VALLEY LUMBER CO.; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF THE CURVE OF SAID SOUTHWEST BOUNDARY, 8 FEET; THENCE NORTH 43 DEGREES 15 MINUTES EAST ALONG THE EXTENDED RADIUS OF SAID CURVE, 110.0 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE 110.0 FEET FROM AND PARALLEL TO SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 9.08 FEET, TO THE MOST NORTHEASTERLY CORNER OF SAID TRACT IN BOOK 322, PAGE 274; THENCE SOUTH 42 DEGREES 38 MINUTES WEST ALONG THE EXTENDED RADIUS OF SAID CURVE 110.0 FEET; MORE OR LESS TO THE TRUE POINT OF BEGINNING. THIS DESCRIPTION IS BASED UPON RESURVEY OF THAT PORTION OF SAID BLOCK 24, ELDORADO HEIGHTS, FACING ELDORADO BOULEVARD, WHICH RESURVEY SHOWS AN ERROR IN THE LENGTH OF THE CURVE ALONG THE SOUTHWEST BOUNDARY OF SAID BLOCK 24, THE ORIGINAL PLAT OF SAID SUBDIVISION SHOWS THE LENGTH OF SAID CURVE TO BE 377.7 FEET, WHEN THE ACTUAL LENGTH OF THE CURVE, AS SHOWN BY COMPUTATIONS AND THE LOCATION OF EXISTING MONUMENTS IS 382.8 FEET. THE ABOVE DESCRIPTION TAKES INTO ACCOUNT THE APPORTIONMENT OF THE ERROR BETWEEN ALL LOTS FACING SAID CURVE.

ALSO KNOWN AS: 1759 N ELDORADO AVE, KLAMATH FALLS, OREGON 97601