

2022-009988

Klamath County, Oregon

08/17/2022 08:35:01 AM

Fee: \$142.00

Prepared By: Felicia Perry
PHH Mortgage Services
Attn: Contract Management
PO Box 24737
West Palm Beach, FL 33416-9838
Investor #: 30J

_____[Space Above This Line for Recording Data]_____

LOAN MODIFICATION AGREEMENT

Servicer:	PHH Mortgage Services
Original Mortgagor / Maker:	JEFFREY HAMPSON AND ANDREA HAMPSON
Marital Status:	MARRIED
Original Mortgagee / Payee:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC. BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS
Original Amount:	\$178,400.00
Original Mortgage Date:	APRIL 26, 2019
Date Recorded:	MAY 01, 2019
Reel / Book:	-----
CRFN / Document/Instrument #:	2019-004605
AP# / Parcel #:	R566738
Property Address:	4420 EL CERRITO WAY
City: KLAMATH FALLS	County: KLAMATH
	State: OREGON
Present Holder of the Note and Lien:	SIERRA PACIFIC MORTGAGE COMPANY, INC., C/O PHH MORTGAGE CORPORATION
Holder's Mailing Address: (Including county)	PO Box 24737 West Palm Beach, FL 33416-9838 Palm Beach County
Pre MOD UPB	\$171,902.80
New Loan Amount	\$176,667.12
New Money	\$4,764.32

LEGAL DESCRIPTION: LOT 7 IN BLOCK 2 OF TRACT NO. 1116-SUNSET EAST, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THE SOUTHERLY 2 FEET THEREOF ADJACENT TO LOT 6, BLOCK 2, SUNSET EAST.

Registered Land (OH Only): ☐ YES ☐ NO
AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____

District (MA Only): _____

Lot (DC Only): _____ Square: _____



This Loan Modification Agreement ("Agreement"), made this 14th day of July, 2022, ("Modification Agreement Date") between JEFFREY HAMPSON, ANDREA HAMPSON ("Borrower") and PHH Mortgage Corporation, Lender/Service or Agent for Lender/Service ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated 05/01/2019 and recorded in the Records of Klamath County, OR and (2) the Note, bearing the same date as, and secured by, the Security Instrument (collectively "Loan Documents"), and encumbers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

4420 EL CERRITO WAY
KLAMATH FALLS, OR 97603

the real property described being set forth as follows:

(Legal Description Attached as Exhibit if Recording the Modification Agreement)

In consideration of the agreements made in this Agreement, and other good and valuable consideration which the parties agree they have received, including, but not limited to avoiding foreclosure and its related costs, the Borrower and Lender agree to modify the terms of the Note and Security Instrument (the "Loan Documents") as set forth in this Agreement. The Borrower and the Lender also agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Loan Documents and any prior modification, forbearance or other loss mitigation agreement.



1. **BORROWER REPRESENTATION AND COVENANTS.** Borrower certifies and represents to Lender and otherwise agree and covenant with Lender that:
 - a. Borrower is experiencing a financial hardship, and as a result, (i) Borrower is in default under the Loan Documents or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient readily available financial assets to make my monthly mortgage payments now or in the near future;
 - b. There has been no impermissible change in the ownership of the Property since Borrower signed the Loan Documents;
 - c. Borrower has provided required documentation for **all** income that Borrower receives (and Borrower understands that Borrower is not required to disclose child support or alimony unless Borrower chooses to rely on such income when requesting to qualify mortgage assistance;
 - d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding Borrower's eligibility for this modification, are true and correct;
 - e. Borrower has made or will make all payments required under a trial period plan and has complied with all other requirements of such trial period plan; and
 - f. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the mortgage loan as modified by this Agreement is in the first lien position and is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
2. **ACKNOWLEDGEMENTS AND PRECONDITIONS TO MODIFICATIONS.** Borrower understands and acknowledges that:
 - a. If, prior to or as of the Modification Effective Date, the Lender determines that any of my certifications or representations set forth in paragraph No. 1 is untrue or any covenant or agreement set forth above in paragraph No. 1 has not been performed, the Loan Documents will not be modified and this Agreement, except for this paragraph No. 2 is null and void and of no legal effect; and
The Loan Documents will not be modified by this Agreement unless and until both (i) the Lender has accepted this Agreement as solely evidenced by Lender's signature on this Agreement or on a copy of this Agreement containing Lender's signature, and (ii) the Modification Effective Date has occurred and the Lender will not be obligated or bound to make any modification of the Loan Documents if any certification or representation set forth above in paragraph No. 1 is untrue or any covenant or agreement set forth above in paragraph No. 1 has not been performed.
3. **MODIFICATION TERMS.**

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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):

CAPITALIZATION AMOUNT.

1. Borrower acknowledges that interest has accrued but has not been paid and the Lender also has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Loan Documents and that such interest, costs and expenses, in the total amount of \$4,764.32, have been added to the principal balance owed under the Note and secured by the Security Instrument. This also includes amounts and arrearages that are past due as of the Modification Effective Date (including, but not limited to, unpaid and any previously deferred principal and interest, fees, escrow advances and other costs, collectively, "Unpaid Amounts") excluding any fees, costs and/or corporate advances not added to the account as of the Modification Agreement Date and amounts not added to the Unpaid Principal Balance due to investor and/or mortgage insurer restrictions less any amounts paid to the Lender but not previously credited to the Loan. Any amounts not added to the Unpaid Principal Balance will remain on the account until paid and will become due when the interest-bearing balance is paid in full or upon maturity as applicable pursuant to State or Federal law.
2. As of 08/01/2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$176,667.12, 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 charged in accordance with the requirements outlined in this Agreement.

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 3.875%, from 08/01/2022. The yearly rate of 3.875% will remain in effect until principal and interest are paid in full. Borrower promises to make monthly payments of principal and interest of U.S. \$724.69, beginning on 09/01/2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$260.42. The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. The yearly rate of 3.875% will remain in effect until principal and interest are paid in full. If on 08/01/2062 ("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.

Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate (%)	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1 - 40	3.875	08/01/2022	\$724.69	\$260.42	\$985.11	09/01/2022	480

*The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.



Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$260.42. The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.



1. **TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER.** As used in this paragraph, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser or other third party.
2. 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.

3. **SECURITY INSTRUMENT.** Borrower also will comply with, to the extent that they are modified by this Agreement, 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 modification effective date:

- 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.

4. **ADDITIONAL AGREEMENTS.** 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. The Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- 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. Borrower agrees to make and execute such other documents or papers as may be necessary or required to consummate the terms and conditions of this Agreement or correct the terms and conditions of this



- 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.

5. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked and Borrower has been advised of the amount needed to fully fund the Escrow Items.

2314-RY700-00001-12-000-001-000-000

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

2. 2-1A. 25700. 000000125001-120000001-2000000

2. 2-1A. 25700. 000000125001-120000001-2000000

6. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary as outlined in this Agreement. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this section Agreement shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
7. This Agreement may not be supplemented, changed, modified or omitted except by written document executed by both me and PHH Mortgage Services. This Modification constitutes the entire agreement between me and PHH Mortgage Services and, supersedes all previous negotiations and discussions between me, PHH Mortgage Services and/or PHH Mortgage Services's predecessors in interest, and neither prior evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.
8. Borrower agrees that 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.
9. Borrower understands that Borrower may not assign the Loan Documents or this Agreement to a buyer or transferee of the Property and, unless expressly agreed to by Lender in writing, such buyer or transferee will not be permitted to assume the Loan.
10. That the mortgage insurance premiums on Borrower's loan, if applicable, may increase as a result of the Capitalization Amount which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the new Unpaid Principal Balance.
11. Borrower will be in default if Borrower does not comply with the terms of the Loan Documents, as modified by this Agreement; that 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 also apply to default in the making of payments due under this Agreement; and that Borrower will be in default if, during the loss mitigation application process, Borrower or any persons or entities acting at Borrower's direction or with my knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with my mortgage loan or application for mortgage assistance, such material representations include, but are not limited to, representations concerning my income, hardship, Property, and occupancy of the Property.

BORROWER ACKNOWLEDGEMENT

IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to PHH Mortgage Corporation.

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

All individuals on the mortgage, note and the property title must sign this Agreement.

Date 8/2/22

Jeffrey Hampson



2-914-24799500018001-15000-000

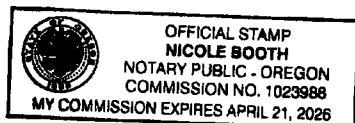
State of OREGON

County of KLAMATH

On this 2nd day of AUGUST, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JEFFREY HAMMON and ANDREA HAMMON personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.



Witness my hand and official seal.



Nicole Booth

Notary Public

My Commission Expires: 4/21/2026

2025 AUG 21 10:00 AM NOTARY PUBLIC

LENDER ACKNOWLEDGEMENT

(For Lender's Signature Only)

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

PHH Mortgage Corporation

Felicia Perry

Authorized Signer



Felicia Perry

AUG 11 2022

Date

State of **Florida**

County of **Palm Beach**

On this day of **AUG 11 2022**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Felicia Perry** ~~(personally known to me)~~ or identified to my satisfaction to be the person who executed the within instrument as **Authorized Signer** of PHH Mortgage Corporation., said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

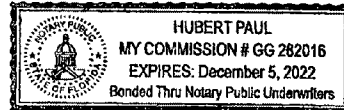
Witness my hand and official seal.

Hubert Paul

Notary Public

Hubert Paul

My Commission Expires:



SIERRA PACIFIC MORTGAGE COMPANY, INC .,BY ITS ATTORNEY IN
FACT PHH MORTGAGE CORPORATION

Felicia Perry

By: Felicia Perry
Authorized Signer
Date: 11-August-2022

WITNESSES:

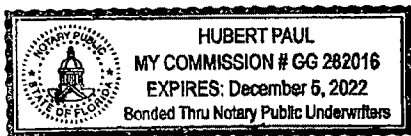
Nadia S Cordero
Nadia S Cordero

JORGE MARIN
Jorge Marin

STATE OF Florida }
COUNTY OF Palm Beach }

On 11-August-2022, before me, the undersigned Notary Public, personally appeared Felicia Perry, Authorized Signer, of SIERRA PACIFIC MORTGAGE COMPANY, INC .,BY ITS ATTORNEY IN FACT PHH MORTGAGE CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.



[Signature]
Notary – State of Florida
County of Palm Beach
Hubert Paul

Prepared by: **Felicia Perry**

[Redacted]

LOT 7 IN BLOCK 2 OF TRACT NO. 1116-SUNSET EAST, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THE SOUTHERLY 2 FEET THEREOF ADJACENT TO LOT 6, BLOCK 2, SUNSET EAST.

Certificate of Preparation

This is to certify that this instrument was prepared by PHH Mortgage Corporation, one of the parties named in the instrument.



Felicia Perry
Authorized Signer

LOSS MITIGATION

PHH Mortgage Corporation
Loss Mitigation Department
5720 Premier Park Dr
West Palm Beach, FL 33407
1-800-850-4622