

2022-012967

Klamath County, Oregon

11/02/2022 08:45:02 AM

Fee: \$117.00

After Recording Return To:
Fay Servicing LLC
Attn: Loss Mitigation Department
1601 LBJ Freeway Suite 150
Farmers Branch, TX 75234

Until change is requested, all tax statements shall
be sent to the following address:
MICHAEL S MANION
Po Box 736
Chiloquin, OR 97624

Tax Account Number: 90476

[Space Above This Line For Recording Data]

154818

Investor Loan No: 1696245252

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of June, 2022, between MICHAEL S MANION ("Borrower") and Fay Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 7, 2004, in the amount of \$261,900.00 and recorded on June 11, 2004 in Book, Volume, or Liber No. M04, at Page 37767 (or as Instrument No. N/A), of the Official (Name of Records) Records of Klamath, OREGON (County and State, or other jurisdiction) 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

TAX 3208000002000, CHILOQUIN, OR 97624
(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 August 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$313,863.34, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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 5.000%, from July 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,513.44, 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. The yearly rate of 5.000% will remain in effect until principal and interest are paid in full. If on August 1, 2051 (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. 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. 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.

- 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) 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.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

Borrower

- MICHAEL S MANION

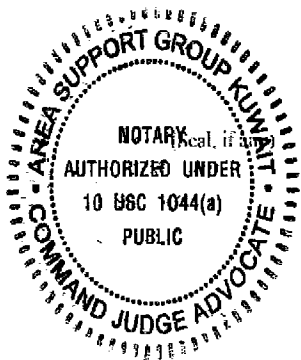
Date: 9 21 2022



ACKNOWLEDGMENT

State of With the Armed Forces of the United States
County of At Camp Arifjan, Kuwait

This instrument was acknowledged before me on 21 September 2022 by MICHAEL S MANION.



Signature of Notarial Officer

Jesus-Perez M. Rodriguez Espinoza
Printed Name

Sergeant, U.S. Army
Title (and Rank) Legal NCO UP AR 27-55, Para 2-26.1

My Commission Expires: Indefinite per 10 USC 1044a

Notary Public per 10 USC 1044a



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Fay Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not in Its Individual
Capacity But Solely As Owner Trustee For VRMTG Asset Trust

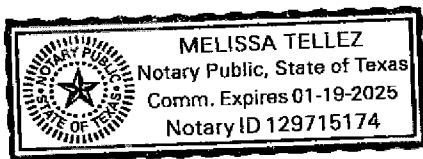
By:  **Curtis Taylor** 10/26/22
Assistant Vice President -Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of Texas
County of Dallas

§
§
§

This instrument was acknowledged before me on OCT 06 2022 by
Curtis Taylor as Assistant Vice President of Fay
Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not in Its Individual Capacity
But Solely As Owner Trustee For VRMTG Asset Trust.




Signature of Notary Public

Melissa Tellez

Printed Name

Notary Public

Title or Rank

(Seal)

Serial Number, if any: _____



EXHIBIT A

BORROWER(S): MICHAEL S MANION

LOAN NUMBER: 301009

LEGAL DESCRIPTION:

STATE OF OREGON, COUNTY OF KLAMATH, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1630 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 800 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 28 A DISTANCE OF 1630 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 800 FEET TO THE POINT OF BEGINNING. TAX ACCOUNT NO: 3208-00000-02000-000 KEY NO: 90476

Tax Account Number: 90476

ALSO KNOWN AS: Tax 32080000002000, Chiloquin, OR 97624



Loan No. 301009

Borrower(s): MICHAEL S MANION

BALLOON PAYMENT RIDER

(For Fixed Interest Rate Modifications with Balloon Payment)

THIS BALLOON PAYMENT RIDER is made this 20TH day of JUNE, 2022, (this "Rider") by and between the undersigned borrower (the "Borrower") and Fay Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. The Balloon Payment is in the amount of **\$152,548.76** that will be due at the Maturity of the Loan (the "Balloon Amount"). The Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.
3. The total amount of all balloon payments, pursuant to the terms of the Agreement shall be **\$152,548.76** (the "Balloon Payment").
4. The above Balloon Payment amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, or upon sale, any unpaid balance including interest on the loan shall be paid to the Lender at that time.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.


Borrower Name: MICHAEL S MANION

(Seal) 21 SEP 2022
Date

Borrower Name: (Seal)

Date

Borrower Name: (Seal)

Date

Borrower Name: (Seal)

Date

