

2022-013300

Klamath County, Oregon

11/15/2022 08:26:02 AM

Fee: \$127.00

Prepared By: Sherri Marble
Caliber Home Loans, Inc.
C/O Loss Mitigation
75 Beattie Place, Suite 300
Greenville, SC 29601
800-401-6587
Sherri.marble@caliberhomeloans.com
9769321077

LOAN MODIFICATION AGREEMENT

**Borrower(s): Carolyn A Downey
County of Klamath
State of Oregon
See Exhibit A**

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc. as nominee for Caliber Home Loans, Inc., its successors and assigns in the Original principal amount \$210,622.00 recorded on 11/04/2021, Instrument Number: 2021-016704, Book No.: NA, Page No.: NA,

Assignment: Caliber Home Loans, Inc., 75 Beattie Place, Suite 300, Greenville, SC 29601 recorded 08/02/2022, Instrument No. 2022-009426, Bk: NA, Pg: NA.

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: R592950

Cover Page for Recording Purpose's only

FHA Case Number: 4317411851703

Servicer Loan Number: 9769321077

Caliber Home Loans, Inc.
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

When Recorded Mail To: Caliber
Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

Tax Account Number: 592950

Loan Modification Agreement

(Providing for Fixed Interest Rate)

MERS Phone:
1-888-679-6377

MIN: 100820997693210778

This Loan Modification Agreement ("*Agreement*"), made this 1st day of June, 2022, between CAROLYN A DOWNEY ("*Borrower*") and Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*") dated August 1, 2019, and recorded in Book of Liber 20828, at page(s) 2237-2246, of the Official records of Klamath, Oregon and (2) the Note ("*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

3663 CHRISTINE LN
KLAMATH FALLS, OR 97603-8929

the real property described being set forth as follows:



The legal description to the Property may be attached to this Agreement by the Servicer if required.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$2,624.84, have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 17, 2022, the amount payable under the Note and the Security Instrument (the "*Unpaid Principal Balance*") is U.S. \$212,611.39, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$52,496.64 of the Unpaid Principal Balance will be included in the amount of a Subordinate Note (*Subordinate Note*). Borrower will not pay interest or make monthly payments on this amount. To reduce my mortgage payment, Lender will defer (pay down) \$49,871.80 of principal included in the Subordinate Note.

The Unpaid Principal Balance less the amount of the Subordinate Note, or \$160,114.75, will be the New Principal Balance of the Note (*First Lien Note*). Interest will be charged on the First Lien Note at the yearly rate of 5.250%, from June 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$884.16, beginning on July 1, 2022, and continuing thereafter on the same day of each succeeding month until the principal and interest of the First Lien Note are paid in full. The new payment includes principal and interest of \$884.16 and escrow amount of \$238.79* for a "total payment" amount of \$1,122.95. The yearly rate of 5.250% will remain in effect until the First Lien Note and all accrued interest thereon have been paid in full. The new Maturity Date will be June 1, 2052.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

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 ☐.

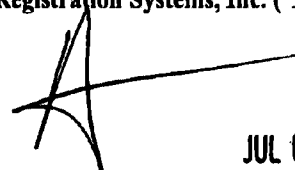
Borrower

 6/26/2022
CAROLYN A DOWNEY Date

Lender

Caliber Home Loans, Inc.

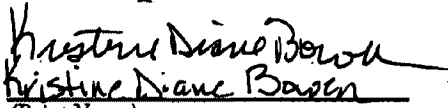
 JUL 01 2022
Date
Aimee McHargue Loss Mitigation Manager
Mortgage Electronic Registration Systems, Inc. ("MERS")

 JUL 01 2022
Date
Mortgage Electronic Registration
Systems, Inc., as nominee for Lender,
its successors and assigns
Aimee McHargue, Assistant Secretary
Acknowledgment

State of Oregon

County of Klamath

This instrument was acknowledged before me on June 26, 2022 by CAROLYN A DOWNEY.


Kristine Diane Bowen
(Print Name)

My commission expires: 8/19/22

FHA Case Number: 4317411851703



Servicer Loan Number: 9769321077

FHA COVID-19 Recovery Modification with Partial Claim
Walters Kluwer Financial Services, Inc.

2022051722.1.0.4068-J20211026Y

9769321077
Form 3179 1/01 (rev. 4/14)
02/2022
Page 5 of 5

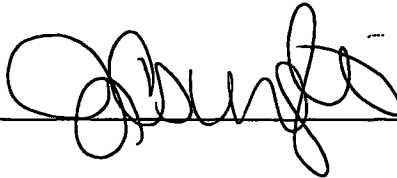


State of Oklahoma

County of Oklahoma

On the JUL 01 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Loss Mitigation Manager, Caliber Home Loans, Inc., personally known to me or 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 upon behalf of which the individual(s) acted, executed the instrument.

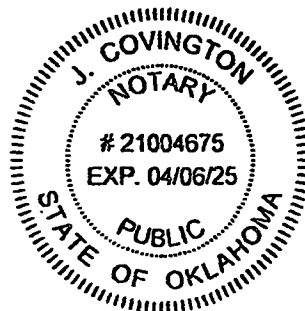
Notary Signature: _____



Printed Name: J. Covington, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

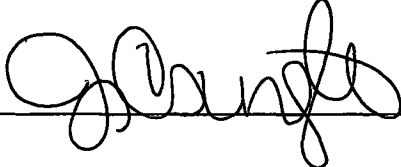
STAMP SEAL BELOW



State of Oklahoma

County of Oklahoma

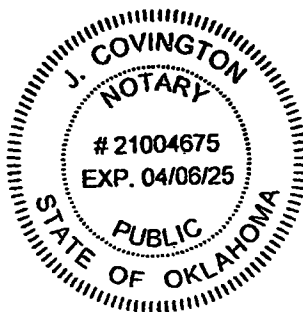
On the JUL 01 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) 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 upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Printed Name: J. Covington, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective June 1, 2022, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by CAROLYN A DOWNEY (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

3663 CHRISTINE LN, KLAMATH FALLS, OR 97603-8929

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:


A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower


CAROLYN A DOWNEY
Date 6/21/2022

Lender

Caliber Home Loans, Inc.

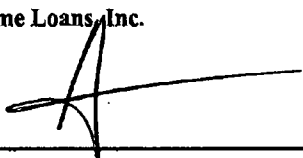

Date JUL 01 2022
Almee McHargue Loss Mitigation Manager
Investor Loan Number: 4317411851703
Servicer Loan Number: 9769321077



Exhibit A (Legal Description)

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89° 55' 00" WEST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, 208.71 FEET; THENCE LEAVING SAID SOUTHERLY QUARTER SECTION LINE NORTH 00° 08' 00" EAST, 350.19 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTH 00° 08' 00" EAST, 131.79 FEET; THENCE SOUTH 89° 52' 00" EAST, 188.71 FEET; THENCE SOUTH 00° 08' 00" WEST, 131.79 FEET, THENCE NORTH 89° 52' 00" WEST, 188.71 FEET TO THE POINT OF BEGINNING.