Klamath County, Oregon

01/24/2023 08:23:03 AM Fee: \$107.00

After Recording Return To: CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

This Document Prepared By: Antonia Coats CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

Until a change is requested all tax statements shall be sent to the following address. LoanCare, LLC 3637 Sentara Way Virginia Beach, VA 23452

True and Actual Consideration is: \$32,443.84

_____ [Space Above This Line For Recording Data] ______
Original Recording Date: June 13, 2019 Loan No: 0040882045

Original Loan Amount: \$211,105.00 Investor Loan No: 0232337165
FHA Case No.: 431-6894252-703

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 28th day of December, 2022, between SHELA A FREDELL whose address is 1530 CALIFORNIA AVE, KLAMATH FALLS, OR 97601 ("Borrower") and Lakeview Loan Servicing, LLC, by LoanCare, LLC as agent under Limited POA which is organized and existing under the laws of The United States of America, and whose address is 3637 Sentara Way, Virginia Beach, VA 23452 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 13, 2019 and recorded in Instrument No: 2019-006673 and recorded on June 13, 2019, of the Official 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

1530 CALIFORNIA AVE, KLAMATH FALLS, OR 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



* 8 6 5 9 8 1 + 2 5 *

(page 1 of 5)

follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of January 1, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$177,047.35, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$5,377.30 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.
- 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 7.625%, from January 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$1,181.48, beginning on the 1st day of February, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2063 (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.





(page 2 of 5)

- 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.







(page 3 of 5)

Shela a Fredull SHELA A FREDELL -Borrower Date: 1/9/23
[Space Below This Line For Acknowledgments]
State of Oregon County of Klamath This instrument was asknowledged before me. a Notary Bublic on
This instrument was acknowledged before me, a Notary Public on
SHELA A FREDELL.
OFFICIAL STAMP (Signature of notarial officer) Notary (Title or rank) OFFICIAL STAMP PAIGE LYNNE BASURTO NOTARY PUBLIC-OREGON COMMISSION NO. 986270 **Y COMMISSION EXPIRES APRIL 16, 2023







(page 4 of 5)

LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC
By:(Seal) - Lender
Name:Travia Reese
Title: Assistant Secretary
JAN 2 3 2023
Date of Lender's Signature
[Space Below This Line For Acknowledgments] State of Florida
County of Broward
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,
this day of day of , 2023, by Travia Reese , Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC.
Secretary of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC.
(Signature of Notary Public - State of Florida) SANDRA M. COHEN
Sandra M. Ohen MY COMMISSION # HH 184199 EXPIRES: October 10, 2025
(Print, Type or Stamp Commissioned Name of Notary Public) Bonded Thru Notary Public Underwriters Bonded Thru Notary Public Underwriters
Personally KnownOR Produced Identification
Type of Identification Produced



HUD MODIFICATION AGREEMENT 8300h 01/14



(page 5 of 5)

Exhibit "A"

Loan Number: **0040882045**

Property Address: 1530 CALIFORNIA AVE, KLAMATH FALLS, OR 97601

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOT 9, BLOCK 115, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.



