2023-001570 Klamath County, Oregon



When recorded, return to: OnPoint Community Credit Union PO Box 3750 Portland, OR 97208-3750 Attn: Mortgage Servicing (503) 497-2221

03/08/2023 10:58:14 AM Fee: \$107.00

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[Space Above This Line For Recording Data]		7	

AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR EXTENSION OF A MORTGAGE

This Agreement for Modification, Reamortization, or Extension of a Mortgage ("Agreement"), made this 10th day of January, 2023, between Martha May Pearce and Sven Knudson Pearce ("Borrower")and OnPoint Community Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated July 21, 2022 and recorded in Book or Liber n/a, at page(s) n/a/ Recording No. 2022-009305, of the county records of Klamath County, State of Oregon, (2) the Note, bearing the same date as, and secured by, the Security Instrument, and (3) prior extensions or modifications of the Note and Security Instrument, if any. The Note and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

12345 Alderwood Dr, La Pine, OR 97739, (Property Address)

the real property described being set forth as follows:

(See original trust deed for legal description)

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

1. Under the terms of the Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of U.S. \$130,428.49 of principal, \$0.00 of interest thereon, \$0.00 of advances made by the Lender thereunder, and U.S. \$0.000 of interest on such advances, aggregating a total sum of U.S. \$130,428.49 for which amount the Borrower is indebted to the Lender under the Mortgage.

- 2. Lender has accepted or will hereby accept from the Borrower the sum of U.S. \$294,106, which is to be applied to the unpaid principal balance (including advances, if any), and the sum of U.S. \$0.00, which is to be applied to the delinquent interest due on the principal balance (including advances, if any), each of which amounts shall be applied as of the date of this Agreement.
- 3. After application of the amounts provided by Borrower as described in paragraph 2, Borrower promises to pay to Lender U.S. \$130,428.49 ("Unpaid Principal Balance") plus interest on the Unpaid Principal Balance at the yearly rate of 6.12500% from January 1st, 2023. The interest rate Borrower will pay may change in accordance with the terms of the Mortgage. The amount of the Borrower's monthly payment of principal and interest is U.S. \$796.41, which amount shall be paid to Lender beginning on the 1st day of February, 2023. The amount of Borrower's monthly payment may change in accordance with the terms of the Mortgage. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on August 1st, 2052 ("Maturity Date"), Borrower still owes amounts under the Mortgage as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 4. 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 Mortgage.
 - 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.
- 5. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage.
- 6. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Mortgage, shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage.

[Space Below This Line For Acknowledgments]

Borrower agrees to make and execute such other documents or papers as may be necessary or



DEFICIAL STAMP LE ANN LOFTSGARD RY PUBLIC-OREGON MISSION NO. 1004744 XPIRES OCTOBER 13, 2024 (d)



Acknowledgment in a Representative Capacity

State of OREGON
County of Multnomah
This record was acknowledged before me on (date) 2128 , 2023
by (name(s) of individual(s)) Stephenie Stolk (type of authority) Mortgage Servicing
Manager of (name of party on whose behalf record was executed) OnPoint
Community Credit Union.
Barou lu
Notary Public - State of Oregon
OFFICIAL STAMP OFFICIAL STAMP OFFICIAL STAMP BLANCA GABRIELA PARRA CASTILLO NOTARY PUBLIC - OREGON COMMISSION NO. 1032479 MY COMMISSION EXPIRES JANUARY 12, 2027
Document Description
This certificate is attached to page $\frac{3}{2}$ of a Modification of Trust Deed of a
mortgage, dated 1 10 , 20 <u>23</u> consisting of <u>6</u> pages.

Acknowledgment in an Individual Capacity

State of OREGON
County of Clackamas
This record was acknowledged before me on (date) 21st January 2023 by
(name(s)) of individual(s) Martha M. Pearce.
Notary Rubité - State of Oregon
Official Stamp OFFICIAL STAMP MICHELLE ANN LOFTSGARD NOTARY PUBLIC-OREGON COMMISSION NO. 1004744 MY COMMISSION EXPIRES OCTOBER 13, 2024
Document Description
This certificate is attached to page $\frac{3}{2}$ of a Modification of Trust Deed of a
mortgage, dated $1/21/23$, 20 23 consisting of 6 pages.

STAMP LOFTSGARD IC-OREGON NO. 1004744 CTOBER 13, 2024

Acknowledgment in an Individual Capacity

State of OREGON
County of Clackamas
This record was acknowledged before me on (date) Ast January, 20 23 by
(name(s)) of individual(s) Sven, K. Pearee.
Notary Public - State of Oregon
<u>Official Stamp</u>
MICHELLE ANN LOFTSGARD NOTARY PUBLIC-OREGON COMMISSION NO. 1004744 MY COMMISSION EXPIRES OCTOBER 13, 2024
Document Description
This certificate is attached to page 3 of a Modification of Trust Deed of a
mortgage, dated 12123 , 2023 consisting of 6 pages.

