

2023-004071

Klamath County, Oregon

05/30/2023 08:28:01 AM

Fee: \$112.00

When recorded mail to:

FIRST AMERICAN TITLE

DTO REC., MAIL CODE: 4002

4795 REGENT BLVD

IRVING, TX 75063

_____ [Space Above This Line for Recording Data] _____

Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: APRIL 21, 2023

Grantor: RAYCHARLES D BENTLEY

Grantor Mailing Address: 1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601

Grantee: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Grantee Mailing Address: 501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Reference Instrument: 2016-006704 Book: Page:



57379465

This Document Prepared By:
SHERRIE FOLEY
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 892426

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$127,399.00	FHA/VA/RHS Case
Unpaid Principal Amount: \$107,623.94	No.:4316281860703
New Principal Amount: \$113,320.86	Loan No: 57379465
New Money (Cap): \$5,696.92	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **21ST** day of **APRIL**, **2023**, between **RAYCHARLES D BENTLEY** ("Borrower"), whose address is **1693**

**SISKIYOU STREET, KLAMATH FALLS, OREGON 97601 and MIDFIRST BANK, A
FEDERALLY CHARTERED SAVINGS ASSOCIATION ("Lender"), whose address is
501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118, amends and supplements (1)
the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 20,
2016 and recorded on JUNE 24, 2016 in INSTRUMENT NO. 2016-006704, of the
OFFICIAL Records of KLAMATH COUNTY, OREGON, 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**

**1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601
(Property Address)**

the real property described is located in **KLAMATH County, OREGON** and 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, **MAY 1, 2023** the amount payable under the Note and the Security Instrument (the
"Unpaid Principal Balance") is U.S. **\$113,320.86**, consisting of the amount(s) loaned to
Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$5,696.92**.
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
6.2500%, from **MAY 1, 2023**. The Borrower promises to make monthly payments of
principal and interest of U.S. **\$697.74**, beginning on the **1ST** day of **JUNE, 2023**, and
continuing thereafter on the same day of each succeeding month until principal and
interest are paid in full. If on **MAY 1, 2053** (the "Maturity Date"), the 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 it is sold or transferred (or if a
beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural
person) without the Lender's prior written consent, the Lender may require immediate
payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. **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.

In Witness Whereof, I have executed this Agreement.

RB 5.4.23
Borrower: **RAYCHARLES D BENTLEY** **Date**

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

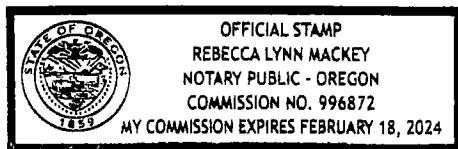
STATE OF OREGON
COUNTY OF Klamath

This instrument was acknowledged before me on May 4, 2023 by
RAYCHARLES D BENTLEY (name(s) of person(s)).

Rebecca Lynn Mackey
Notary Public


Print Name: Rebecca Lynn Mackey

My commission expires: 02/18/24



In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

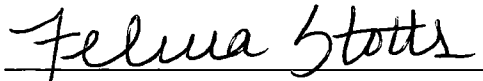
By  **Melissa Buck** **Vice President** **MAY 18 2023**
(print name) Date
(title)

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

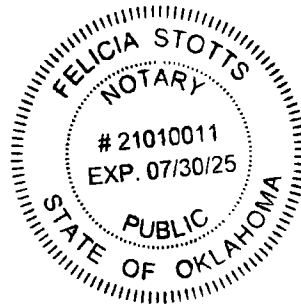
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on MAY 18 2023 (date)
by Melissa Buck, as Vice President of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public

Printed Name: Felicia Stotts

My commission expires: JUL 30 2025



THIS DOCUMENT WAS PREPARED BY:
SHERRIE FOLEY
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): RAYCHARLES D BENTLEY

LOAN NUMBER: 57379465

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON, and described as follows:

A TRACT OF LAND BEING A PORTION OF LOTS 6 AND 7, BLOCK 61 OF BUENA VISTA ADDITION, SITUATED IN THE SW 1/4 NW 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 6, FROM WHICH THE NORTHEAST CORNER OF LOT 4, BLOCK 61 BEARS NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 145.13 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOTS 6 AND 7, 129.30 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE U.S.B.R. "A" CANAL TUNNEL RIGHT OF WAY; THENCE NORTH 51 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG THE SAID TUNNEL RIGHT OF WAY LINE, 157.71 FEET TO A POINT ON THE ADJUSTED LINE; THENCE, ALONG THE SAID ADJUSTED LINE, SOUTH 89 DEGREES 30 MINUTES 01 SECOND EAST 46.07 FEET, NORTH 00 DEGREES 29 MINUTES 59 SECONDS EAST 30.19 FEET AND NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 75.06 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601