



**RECORDING COVER SHEET**

ALL TRANSACTIONS, ORS: 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

**AFTER RECORDED RETURN TO:**

**Go Mortgage, LLC**

**ATTN: Post Closing**

**15430 W Capital Drive**

**Brookfield, WI 53005**

PARCEL NUMBER: 3808-036CA-04100 (R895049)

LOAN NUMBER: 812913

1. NAME(S) OF THE TRANSACTION(S), required by ORS 205.234(a)  
**Modification Agreement**
2. DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160  
**David Preston, a single man**
3. INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(a) and ORS 205.160  
**Go Mortgage, LLC**
4. TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

5. ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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6. FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS  
LIEN RECORDS, ORS 205.121(1)(e)

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7. THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES,  
INTEREST AND OTHER CHARGES FOR WHICH THE WARRANT, ORDER OR JUDGMENT  
WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325

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8. Recorder to correct \_\_\_\_\_

Previously recorded as \_\_\_\_\_

Loan No: **812913**

**AFTER RECORDED MAIL TO:**

**Go Mortgage, LLC  
ATTN: Post Closing  
15430 W Capital Drive  
Brookfield, WI 53005  
PARCEL NUMBER: 3808-036CA-04100 (R895049)  
LOAN NUMBER: 812913**

**MIN No. 1003109-0000808130-3  
MERS Phone 1-888-679-6377**

**THIS INSTRUMENT WAS DRAFTED BY:**

**Gerard Navarro  
Robertson Anschutz Vettters, LLC  
10850 Richmond Avenue, Suite 350  
Houston, TX 77042  
713-980-9546**

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made between **David Preston, a single man** ("Borrower") and **Go Mortgage, LLC** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, Security Deed (the "Security Instrument"), dated **March 15, 2022**, and recorded in/under **File No. 2022-003309** on **March 17, 2022** of the Official Records of Real Property of **Klamath County, Oregon**, and (2) the Note, in favor of **Go Mortgage, LLC**, 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

**1122 Vine Maple Dr  
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 for all purposes**

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 the Effective Date, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$543,400.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender

and any interest and other amounts capitalized. The current yearly rate of interest shall remain in effect until the Effective Date when the yearly rate of interest shall be as set forth in paragraph No. 2 below.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.000%**, from the Effective Date. Borrower promises to make the monthly payments of principal and interest of U.S. **\$3,257.96**, beginning on the **First day of September, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.000%** will remain in effect until principal and interest are paid in full. If on **August 01, 2053** (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 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 this 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 the 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. ☐

EXECUTED [Date] July 28<sup>th</sup>, 2023 to be effective as of **July 01, 2023** (the "Effective Date").

Borrower

David Preston

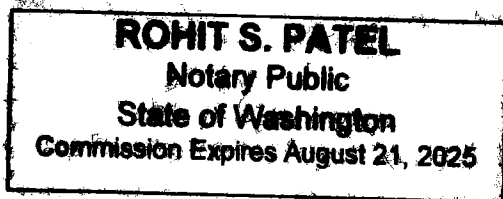
Date

State of

County of

The record was acknowledged before me on [Date]

by **David Preston**.



(Official Stamp)

Notary Public - State of Oregon  
(Signature of Notarial Officer)

(Printed Name of Notarial Officer)

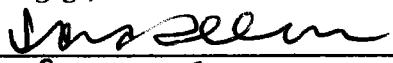
Commission No.:

My commission expires:

Loan No: 812913

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

**Go Mortgage, LLC**

By:   
Name: Sara Thomas  
Title: Closing Manager  
Date: 7.31.23

Loan No: 812913

State of Ohio

County of Franklin

The foregoing instrument was acknowledged before me this [Date] July 31, 2023 by [Name of Officer Signing] Sara Thomas as [Title of Officer] \_\_\_\_\_  
Closing Manager of [Business Name] Go Mortgage, LLC a [State or Place of Incorporation] Delaware [Entity Type] Limited Liability Company on behalf of the [Entity Type] Limited Liability Company.



**Carmen Haynes**  
Notary Public: State of Ohio  
My Commission Expires  
February 28, 2027  
Recorded in: Licking County

(Official Seal)

Carmen Haynes  
Notary Public

Carmen Haynes  
(Printed Name of Notarial Officer)

My commission expires: 2-28-27



Loan No: 812913

**Mortgage Electronic Registration Systems, Inc. (MERS), as mortgagee.**

By: *Sarah Thomas*  
Name: Sarah Thomas  
Title: Closing Manager  
Date: 7.31.23

**LOAN MODIFICATION AGREEMENT – Single Family**  
**Fannie Mae INSTRUMENT**  
**Form 3179 1/01 (rev.04/14) (page 7) MODIFIED BY RAV**  
**(DoD) RA0936940B - MOD3179.mls - Rev. 07/25/2023**

Loan No: 812913

State of Ohio

County of Franklin

The foregoing instrument was acknowledged before me this [Date] July 31, 2023 by [Name of Officer Signing] Sara Thomas as [Title of Officer] \_\_\_\_\_  
Closing Manager of [Business Name] MERS a [State or Place of Incorporation] Delaware [Entity Type] Corporation on behalf of the [Entity Type] Corporation.



(Official Seal)

**Carmen Haynes**  
Notary Public: State of Ohio  
My Commission Expires  
February 28, 2027  
Recorded in: Licking County

Carmen Haynes  
Notary Public  
Carmen Haynes  
(Printed Name of Notarial Officer)

My commission expires: 2.28.27

**Loan No.: 812913**

**EXHIBIT "A"**

(DoD) RA0936940B - ExhibitA.ra - 04/19/2017

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 7 OF TRACT 1507 BEING A RE PLAT OF LOTS 109, 110, 111, 112, 113, and 114, 134, 135, and 136. 142, 143, 185, 186 AND 193, 194, 195, 196, 197, and 198, OF TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.