

**2023-007739**

Klamath County, Oregon

09/06/2023 09:16:01 AM

Fee: \$122.00

Recording Requested By and Return To:  
AMERICAN FINANCIAL RESOURCES, INC.  
ATTENTION: POST CLOSING  
8 CAMPUS DRIVE, SUITE 401  
PARSIPPANY, NJ 07054

Grantor(s) Names(s) and Address:  
JOHN A LIGHT and TERESA K LIGHT, 33823 PLEASANT VIEW  
ROAD, CHILOQUIN, OR 97624

[Space Above This Line For Recording Data]

Original Recorded Date: **June 27, 2022**Modified Principal Amount: **\$215,211.00**Original Principal Amount: **\$215,211.00**Modified Interest Bearing Amount: **\$215,211.00**

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

FHA Case Number: 431-7484603-703

Loan No: 92436583

MIN: 1003363-0002330690-2

This Loan Modification Agreement ("Agreement"), made this **21st day of August, 2023**, between **JOHN A LIGHT AND TERESA K LIGHT, AS TENANTS BY THE ENTIRETY**, whose address is **33823 PLEASANT VIEW ROAD, CHILOQUIN, OR 97624** ("Borrower") and **AMERICAN FINANCIAL RESOURCES, INC.**, whose address is **8 CAMPUS DRIVE, SUITE 401, PARSEPPANY, NJ 07054** ("Lender"), and **Mortgage Electronic Registration Systems, Inc. ("MERS")**, as designated Nominee for Lender, beneficiary of the Security Instrument, its successors and assigns. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 24, 2022** and recorded in **2022-007905 ON 06/27/2022**, of the Official Records of the County Recorder's or Clerk's Office of the **County of KLAMATH, 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

**33823 PLEASANT VIEW ROAD, CHILOQUIN, OR 97624**

(Property Address)

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**  
**SUBJECT PROPERTY ADDRESS HAS BEEN UPDATED FROM LOT 22 PLEASANT VIEW RD,**

122

**CHILOQUIN, OR 97624 TO 33823 PLEASANT VIEW ROAD, CHILOQUIN, OR 97624.**

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 **August 21, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$215,211.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Late fees and other administrative expenses are not capitalized.
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 **5.125%**, from **August 21, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,171.80**, beginning on the **1st day of October, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.125%** will remain in effect until principal and interest are paid in full. If on **September 1, 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 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, which are fully reinstated.
- (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.

**Loan No: 92436583**

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 ☐.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the designated Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 92436583

[Signature] (Seal)  
JOHN A LIGHT -Borrower

[Signature] (Seal)  
TERESA K LIGHT -Borrower

State of Or  
County of Jackson

§  
§

This record was acknowledged before me on 8/22/23 by JOHN A LIGHT and TERESA K LIGHT.

[Seal]



[Signature]  
ALISHA L. CHUBB  
Notary Public

(Printed Name)

My commission expires: 12/21/24

Title of Office: notary

Loan No: 92436583

AMERICAN FINANCIAL RESOURCES, INC.

Lender

By: [Signature] (Seal)

Title: Vice President

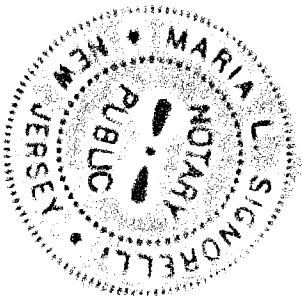
August 24, 2023  
Date of Lender's Signature

State of NEW JERSEY §

County of MORRIS §

This record was acknowledged before me on August 24, 2023 by  
MARK ALLERT as VICE PRESIDENT of AMERICAN FINANCIAL  
RESOURCES, INC..

[Seal]

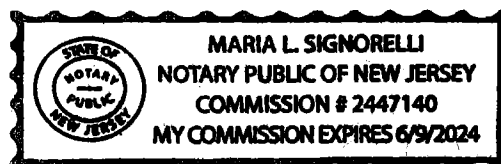


Maria L. Signorelli  
Notary Public

MARIA L. SIGNORELLI  
(Printed Name)

My commission expires: June 9, 2024

Title of Office: NOTARY PUBLIC OF NJ



Loan No: 92436583

Mortgage Electronic Registration Systems, Inc.,  
as designated nominee for **AMERICAN  
FINANCIAL RESOURCES, INC.**, its successors  
and assigns

MERS

By: *Joseph Rubia* (Seal)

Title: *Vice President*

*August 24, 2023*  
Date of MERS Signature

State of *NEW JERSEY* §

County of *MORRIS* §

This record was acknowledged before me on *August 24, 2023* by  
*JOSEPH RUBIA* as *VICE PRESIDENT* of Mortgage Electronic Registration  
Systems, Inc.

[Seal]



*Maria L. Signorelli*

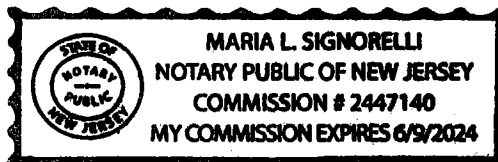
Notary Public

*MARIA L. SIGNORELLI*

(Printed Name)

My commission expires: *June 9, 2024*

Title of Office: *NOTARY PUBLIC OF NJ*



**Loan No: 92436583**

## **LEGAL DESCRIPTION**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".



## EXHIBIT "A"

Lot 22 in Block 24 of TRACT 1113, OREGON SHORES—UNIT 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.