

2023-008450

Klamath County, Oregon

09/28/2023 12:44:01 PM

Fee: \$117.00

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: \$351,166.21

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Original Recording Date: **December 24, 2009**

Original Loan Amount: **\$380,000.00**

Loan No: **0039280250**

Investor Loan No: **1710854000**

MIN Number: **100025500003954672**

## LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of September, 2023, between **MICHAEL W BINGAMAN** ("Borrower") and **New Residential Mortgage LLC, by LoanCare, LLC as agent under Limited POA, whose address is 3637 Sentara Way, Virginia Beach, VA 23452** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **December 18, 2009** and recorded in **Instrument No: 2009-016106** and recorded on **December 24, 2009**, 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

**31465 ROCKY POINT RD, 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;



\* 0 0 3 9 2 8 0 2 5 0 \*



\* 1 0 1 8 1 4 6 + 2 5 \*



\* 1 0 2 1 8 5 2 0 0 1 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 1 of 7)

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 **September 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$351,166.21**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts 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 **6.625%**, from **September 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,087.28**, 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 **6.625%** will remain in effect until principal and interest are paid in full. If on **September 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.
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 [ ].

6. Borrower further understands and agrees that:

- (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 3 of 7)

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. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

- (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
- (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.
- (d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.
- (e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.

7. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 4 of 7)

In Witness Whereof, the Lender and I have executed this Agreement.

  
\_\_\_\_\_  
**MICHAEL W BINGAMAN** -Borrower

Date: 9/21/23

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

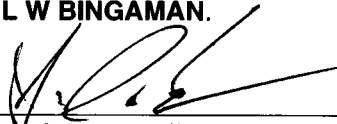
State of Oregon

County of Klamath


This instrument was acknowledged before me, a Notary Public on

September 21, 2023 by

**MICHAEL W BINGAMAN.**

  
\_\_\_\_\_  
(Signature of notarial officer)

Notary Public  
\_\_\_\_\_  
(Title or rank)

  
**OFFICIAL STAMP**  
**ASHLEY R CARDENAS**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 1030519**  
**MY COMMISSION EXPIRES NOVEMBER 07, 2026**

My Commission expires: Nov 7, 2026



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 5 of 7)

**LoanCare LLC, as Agent under Limited POA for New Residential Mortgage LLC**

By: Nicole Manning (Seal) - Lender

Name: Nicole Manning

Title: **Assistant Secretary**

SEP 27 2023

Date of Lender's Signature

\_\_\_\_\_  
[Space Below This Line For Acknowledgments] \_\_\_\_\_  
State of Florida

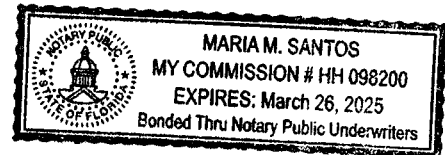
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 27 day of Sept, 2023, by Nicole Manning, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for New Residential Mortgage LLC.

Maria M. Santos  
(Signature of Notary Public - State of Florida)  
**Maria M. Santos**

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



\* 0 0 3 9 2 8 0 2 5 0 \*



\* 1 0 1 8 1 4 6 + 2 5 \*



\* 1 0 2 1 8 5 2 0 0 1 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 6 of 7)



SEP 27 2023

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Travia Reese

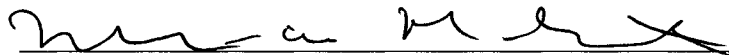
Title: **Assistant Secretary**

\_\_\_\_\_[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,

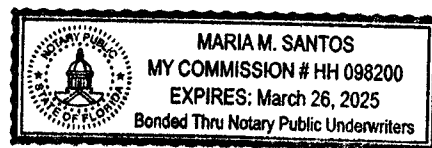
this 27 day of SEPT, 2023, by Travia Reese, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.



(Signature of Notary Public - State of Florida)

**Maria M. Santos**

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14

Form 3179 1/01 (rev. 4/14)  
(page 7 of 7)

## Exhibit "A"

Loan Number: 0039280250

Property Address: 31465 ROCKY POINT RD, KLAMATH FALLS, OR 97601

### Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: PARCEL 1: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTH 160 FEET OF SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN. PARCEL 2: A PERPETUAL RIGHT AND EASEMENT FOR ROAD PURPOSES TO A PARCEL OF LAND 12' WIDE ALONG THE WEST SIDE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, TOWNSHIP 35 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SAID EASEMENT 12' WIDE EXTENDING NORTH TO THE PROPERTY HEREIN ABOVE CONVEYED. (PORTION OF EASEMENT LYING IN TAX ACCOUNT 400 WAS EXTINGUISHED BY INSTRUMENT RECORDED FEBRUARY 28, 1972 IN VOLUME M72 PAGE 2081, RECORDS OF KLAMATH COUNTY, OREGON.) A 12 FOOT WIDE ACCESS EASEMENT, SITUATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTH 198 FEET OF THE NORTH 358 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, FROM WHICH THE C-W-W-NE 1/256 CORNER OF SAID SECTION 23 BEARS NORTH 87° 56' 37" WEST 6.00 FEET AND SOUTH 00° 18' 32" EAST 313.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 89° 41' 28" WEST 298.31 FEET AND CENTRAL ANGLE EQUALS 37° 06' 27") 193.20 FEET; THENCE NORTH 37° 24' 59" WEST 26.8 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 198 FEET OF THE NORTH 358 FEET OF THE SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, WITH BEARINGS BASED ON RECORD OF SURVEY 4469 AS RECORDED AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.



\* 0 0 3 9 2 8 0 2 5 0 \*  
12338 06/18 Exhibit A Legal Description Attachment



\* 1 0 1 8 1 4 6 + 2 5 \*  
Page 1 of 1