

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323

This Document Prepared By:
Home Preservation
Umpqua Bank
6610 SW Cardinal Ln 3rd Floor
Tigard, OR 97224

True and Actual Consideration is: \$24,499.08

_____[Space Above This Line For Recording Data]_____

Original Recording Date: April 27, 2000

Original Loan Amount: \$41,300.00

Loan No: 1428732661

Investor Loan No: 1676056809

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of June, 2023, between **HARLEY D COLE JR ("Borrower")** and **Umpqua Bank, whose address is 6610 SW Cardinal Ln 3rd Floor, Tigard, OR 97224 ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 27, 2000** and recorded in Book/Liber **M00**, Page **14685** and recorded on **April 27, 2000** 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 **207 ROOSEVELT ST, 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;

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. **\$24,499.08**, 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 **6.875%**, from **May 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$150.03**, 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. The yearly rate of **6.875%** will



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remain in effect until principal and interest are paid in full. If on **May 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



* 1 4 2 8 7 3 2 6 6 1 *



* 1 2 5 8 8 + 3 5 *



* 7 0 0 0 5 3 8 5 0 1 *

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 [☐].



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

Harley D Cole Jr
HARLEY D COLE JR -Borrower

Date: 8/25/202

_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of klamath

This instrument was acknowledged before me, a Notary Public on

August 25, 2023 by

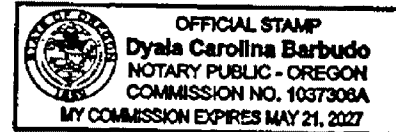
HARLEY D COLE JR.

(Signature of notarial officer)

Assistant Branch Manager
(Title or rank)

My Commission expires: May 21, 2027

Origination Company: **Umpqua Bank**
NMLSR ID: **401867**



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Umpqua Bank

By: Rebecca Tweed (Seal) - Lender

Name: Rebecca Tweed

Title: Assistant Vice President

09/06/2023 Date of Lender's Signature

State of Oregon [Space Below This Line For Acknowledgments]

County of Washington

This instrument was acknowledged before me, on 09/06/2023
by

Rebecca Tweed, the Assistant vice president of
Umpqua bank

Nhoora Kaye-Korryn Fuller

(Signature of notarial officer)

Notary Public

(Title or rank)



My Commission expires: January 03, 2027



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Exhibit "A"

Loan Number: 1428732661

Property Address: 207 ROOSEVELT ST, KLAMATH FALLS, OR 97601

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOT 12 IN BLOCK 100 OF BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

