

Prepared By: Storm Shenold
Caliber Home Loans, Inc.
55 Beattie Place
Greenville, SC 29601
405-608-2082
Storm.Shenold@newrez.com

Loan No.: 9705729425

LOAN MODIFICATION AGREEMENT

Borrower(s): Christopher L Myron & Shawna L Myron
County of Klamath
State of Oregon
See Exhibit A

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc. , its successors and assigns in the Original principal amount \$338,428.00 recorded on 12/06/2019, Instrument Number: 2019-014205, Book No.: n/a, Page No.: n/a.

Min: 100820997057294251

MERS Phone: 1-888-679-6377

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: 490025

Loan Number: 9705729425

VA Case Number: 484860484905

When Recorded Mail To: Caliber

Home Loans, Inc.

75 Beattie Place

Suite 300

Greenville, SC 29601

Tax Account Number: 490025

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Loan Modification Agreement ("*Agreement*"), made September 1, 2022 ("*Agreement Date*"), between CHRISTOPHER L MYRON and SHAWNA L MYRON ("*Borrower*"), Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*") ("*Beneficiary*"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*"), and Timely Payment Rewards Rider, if any, dated December 2, 2019, and recorded* in Book of Liber N/A, at page(s) N/A, of the Official Records of Klamath, Oregon and (2) the Note in the original principal sum of U.S \$338,428.00 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:

9765 OLD WAGON RD, KLAMATH FALLS, OR 97601-9297,

the real property described being set forth as follows:

The legal description to the Property may be attached to this Agreement by the Servicer if required.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement. The



Borrower and the Lender agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

In consideration of mutual promised and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of September 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$339,299.98, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.

Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Servicer. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.375%, from September 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,527.44, beginning on October 1, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.375% will remain in effect until principal and interest are paid in full. If on October 1, 2051 (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.

2. 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.

3. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
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 Agreement Date set forth 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (B) All terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 attorney's fees and costs, 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.


6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.


Borrower

 9-7-2022
CHRISTOPHER L MYRON **Date**
Seal

 9-7-22
SHAWN L MYRON **Date**
Seal

Lender

Caliber Home Loans, Inc.

 SEP 27 2022
Alan N. Grover Jr. **Date**
Fulfillment Team Lead **Seal**

Mortgage Electronic Registration Systems, Inc. ("MERS")

 9/27/22
Mortgage Electronic Registration **Date**
Systems, Inc., as designated nominee for
Caliber Home Loans, Inc., beneficiary
of the security instrument, its successors
and assigns

Shelby Saunders

Assistant Secretary



Acknowledgment

State of Oregon

County of Klamath

This record was acknowledged before me on September 7, 2022 by
CHRISTOPHER L MYRON

Phillippi
 Notary Public

Haylee Marie Phillippi
 Notary Public Name

My Commission Expires:
November 12, 2024



This notarial act was completed:

- ☒ In Person
- ☐ In Person Electronic
- ☐ Remote Using Communication Technology



Acknowledgment

State of Oregon

County of Klamath

This record was acknowledged before me on September 7, 2022 by
SHAWNA L MYRON

Phillippi

Notary Public

Haylee Marie Phillippi
 Notary Public Name

My Commission Expires:

November 12, 2024



This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Using Communication
 Technology



Acknowledgment

State of ~~Oregon~~

**South Carolina
Greenville**

County of Klamath

This record was acknowledged before me on SEP 27 2022 by
Alan N. Grover Jr. as Fulfillment Team Lead for
Caliber Home Loans, Inc.

Branden Boston
 Notary Public
Branden Boston

Notary Public Name

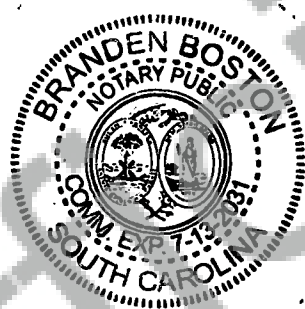
My Commission Expires:

This notarial act was completed:

- ☐ In Person
- ☐ In Person Electronic
- ☐ Remote Using Communication Technology

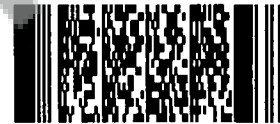
Loan Number: 9705729425

VA Case Number: 484860484905



*[This page immediately follows the appropriate acknowledgments and recording information.
This page was intentionally left blank to conform to the local "last-page" recording requirements.]*

[End of Document]



Space Below this Line for MERS
Acknowledgement

State of South Carolina
County of Greenville

I certify Shelby Saunders personally appeared
before me this 27 day of 9, 2022 and acknowledged
that he or she is a(n) Assistant Secretary
for Mortgage Electronic Registration Systems, Inc ("MERS") as
Nominee for Lender. I have personal knowledge of the identity of
said officer, acknowledging to me that he or she voluntarily signed
the foregoing document on behalf of the corporation for the purposes
stated therein and in the capacity indicated.

Witness my hand and official seal, this 27 day of 9, 2022

Notary Signature [Signature]

Typed/Printed Name:

Notary Public, State of:

(VA Notaries) Reg. No.:

My Commission Expires:

BRANDEN BOSTON

Notary Public, State of South Carolina

My Commission Expires 7/13/2031

(Official Seal)



Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective September 1, 2022, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by CHRISTOPHER L MYRON and SHAWNA L MYRON (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

9765 OLD WAGON RD, KLAMATH FALLS, OR 97601-9297

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:



A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.


B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower

 9-7-2022  9-7-22
CHRISTOPHER L MYRON Date SHAWNA L MYRON Date

Lender

Caliber Home Loans, Inc.

 SEP 27 2022
Alan N. Grover Jr. Date

Fulfillment Team Lead

Investor Loan Number: 484860484905

Servicer Loan Number: 9705729425



Exhibit A (Legal Description)

A TRACT OF LAND SITUATED IN THE NW1/4 NE1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/16 CORNER COMMON TO SECTIONS 25 AND 36 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°24'11" EAST ALONG THE EAST LINE OF SAID NW1/4 NE1/4, 286.13 FEET; THENCE NORTH 58°26'05" WEST 515.98 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD KLAMATH RIVER ROAD (A PUBLIC ROAD); THENCE NORTH 69°24'13" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 50.00 FEET TO THE NORTH LINE OF SAID NW1/4 NE1/4; THENCE SOUTH 89°46'15" EAST, ALONG SAID NORTH LINE, 390.82 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORDED SURVEY NO. 2818, AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.