

**2023-010394**

**Klamath County, Oregon**

**12/05/2023 08:25:01 AM**

**Fee: \$137.00**

When recorded mail to:

**FIRST AMERICAN TITLE  
DTO RECORDING, MC 4002  
4795 REGENT BLVD.  
IRVING, TX 75063**

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

**Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**Document Date: NOVEMBER 29, 2023**

**Grantor: KEITH R. WEAVER AND THERESA A. WEAVER, HUSBAND AND WIFE  
Grantor Mailing Address: 4400 SUMMERS LN, KLAMATH FALLS, OREGON 97603**

**Grantee: ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE  
INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT  
Grantee Mailing Address: 635 WOODWARD AVE  
DETROIT, MI 48226**

**Legal Description:**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Reference Instrument: 2020-011854 Book: Page:**

This Document Prepared By:  
**CRYSTAL RADTKE**  
**ROCKET MORTGAGE, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**  
**(888) 663-7374**

When Recorded Mail To:  
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**DTO RECORDING, MC 4002**  
**4795 REGENT BLVD.**  
**IRVING, TX 75063**

**Tax/Parcel #: 547108**

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**Original Principal Amount: \$191,300.00**

**Unpaid Principal Amount: \$156,382.77**

**New Principal Amount: \$160,480.84**

**Capitalization Amount: \$4,098.07**

**FHA/VA/RHS Case No.: 48 4860502956**

**MERS Min: 100039034549086272**

**MERS Phone #: (888) 679-6377**

### **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **29TH** day of **NOVEMBER, 2023**, between **KEITH R. WEAVER AND THERESA A. WEAVER, HUSBAND AND WIFE** ("Borrower"), whose address is **4400 SUMMERS LN, KLAMATH FALLS, OREGON 97603** and **ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, and Mortgage Electronic Registration Systems, Inc. ("MERS") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 22, 2020** and recorded on **SEPTEMBER 18, 2020** in **INSTRUMENT NO. 2020-011854**, of the **OFFICIAL** Records of **KLAMATH COUNTY, 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

**4400 SUMMERS LN, KLAMATH FALLS, OREGON 97603**  
(Property Address)

the real property described is located in **KLAMATH County, OREGON** and 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, **DECEMBER 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$160,480.84**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$4,098.07**.
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 **7.7500%**, from **DECEMBER 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,149.70**, beginning on the **1ST** day of **JANUARY, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2053** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Keith R Weaver  
Borrower: KEITH R WEAVER *19W*

Theresa A Weaver  
Borrower: THERESA A WEAVER

11/30/23  
Date 11-30-23  
11-30-23 *19W*  
Date

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

## BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

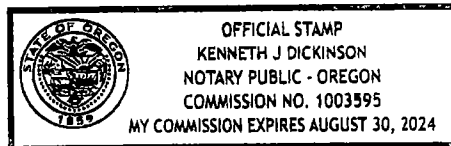
This instrument was acknowledged before me on NOV 30 2023 (date) by  
KEITH R WEAVER, THERESA A WEAVER (name(s) of person(s)).

\_\_\_\_\_  
This notarial act involved the use of communication technology.

Kenneth J. Dickinson  
Notary Public (signature)

Notary Printed Name: KENNETH J. DICKINSON

My commission expires: August 30 2024



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as designated nominee for lender and lender's, beneficiary of the security instrument, its sucesors and assigns

By Cheryl Fey

Cheryl Fey  
Vice President

DEC 04 2023

Date

[Space Below This Line for Acknowledgments]

State of TEXAS

County of DALLAS

DEC 04 2023

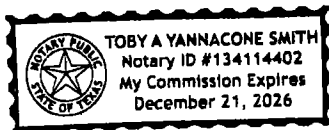
This instrument was acknowledged before me on \_\_\_\_\_ by  
Cheryl Fey **VICE PRESIDENT**, the \_\_\_\_\_ of Mortgage Electronic Registration Systems, Inc., a  
Delaware corporation, on behalf of the corporation.

N/A This notarial act was an online notarization using communication technology

Toby A Yannacone Smith  
Notary Public

Printed Name: Toby A Yannacone-Smith

My commission expires: DEC 21 2026



In Witness Whereof, the Lender has executed this Agreement.

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE  
INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

By Bridget Gipson F/K/A Bridget Booker (print name) DEC 04 2023 Date  
(title) Bridget Gipson F/K/A Bridget Booker  
Vice President Vice President

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

**LENDER ACKNOWLEDGMENT**

State of TEXAS

County of DALLAS

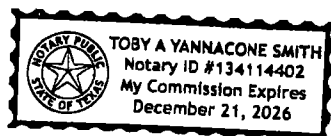
This instrument was acknowledged before me on DEC 04 2023 by  
Bridget Gipson F/K/A Bridget Booker the VICE PRESIDENT of ROCKET  
MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE  
COMPANY, AS ITS ATTORNEY-IN-FACT, a company, on behalf of the company.

N/A This notarial act was an online notarization using communication technology.

Toby A Yannacone-Smith  
Notary Public

Printed Name: Toby A Yannacone-Smith

My commission expires: DEC 21 2026



**EXHIBIT A**

**BORROWER(S): KEITH R. WEAVER AND THERESA A. WEAVER, HUSBAND AND WIFE**

**LOAN NUMBER: 3454908627**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OR, and described as follows:**

**A PARCEL OF LAND SITUATE IN THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE WEST LINE OF SUMMERS LANE WHICH IS NORTH 0 DEGREES 21 MINUTES WEST A DISTANCE OF 387.5 FEET AND SOUTH 89 DEGREES 52' WEST A DISTANCE 30.0 FEET FROM THE IRON PIN WHICH MARKS THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 0 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE SOUTH S9 DEGREES 52 MINUTES WEST A DISTANCE OF 169.6 FEET TO AN IRON PIN WHICH IS THE SOUTHEAST CORNER OF LOT 1 DEBIRK HOMES; THENCE NORTH 0 DEGREES 21 MINUTES WEST A DISTANCE OF 85.6 FEET TO THE SOUTH LINE OF BARRY AVENUE; THENCE NORTH 89 DEGREES 52 MINUTES EAST A DISTANCE OF 169.6 FEET TO THE WEST LINE OF SUMMERS LANE; THENCE SOUTH 0 DEGREES 21 MINUTES EAST A DISTANCE OF 85.6 FEET TO THE POINT OF BEGINNING.**

**ALSO KNOWN AS: 4400 SUMMERS LN, KLAMATH FALLS, OREGON 97603**