

2024-000072

Klamath County, Oregon

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Fee: \$112.00

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: DECEMBER 14, 2023

Grantor: RAYCHARLES D BENTLEY

Grantor Mailing Address: 1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601

Grantee: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Grantee Mailing Address: 501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

Legal Description:

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

Reference Instrument: 2016-006704 Book: Page:



This Document Prepared By:
CHRISTI SANDERS
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

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Tax/Parcel #: 892426

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Original Principal Amount: \$127,399.00 **FHA\VA Case No.:4316281860703**
Unpaid Principal Amount: \$113,213.33 **Loan No: (scan barcode)**
New Principal Amount: \$118,897.07
New Money (Cap): \$5,683.74

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **DECEMBER, 2023**, between **RAYCHARLES D BENTLEY** ("Borrower"), whose address is **1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 20, 2016** and recorded on **JUNE 24, 2016** in **INSTRUMENT NO. 2016-006704**, 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

1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 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, **JANUARY 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$118,897.07**, 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. **\$5,683.74**.
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 **7.5000%**, from **JANUARY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 782.43**, beginning on the **1ST** day of **FEBRUARY, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2064** (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 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. **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.

Ray
Borrower: RAYCHARLES D BENTLEY

12-15-23
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

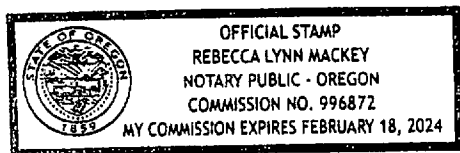
This instrument was acknowledged before me on December 19, 2023 (date) by
RAYCHARLES D BENTLEY (name(s) of person(s)).

 This notarial act involved the use of communication technology.

Rebecca Lynn Mackey
Notary Public (signature)

Notary Printed Name: Rebecca Lynn Mackey

My commission expires: 02/18/24



In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Noemy Hernandez By Noemy Hernandez (print name) Vice President (title) 12/26/23 Date

_____[Space Below This Line for Acknowledgments]_____

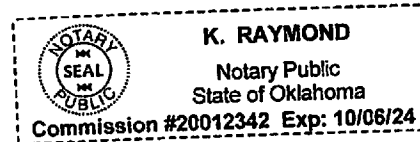
STATE OF Oklahoma
COUNTY OF Oklahoma

The instrument was acknowledged before me on Dec. 26, 2023 (date) by Noemy Hernandez, as Vice President of MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.

This notarial act was an online notarial act.

Kaitlyn Raymond
Notary Public

Printed Name: Kaitlyn Raymond



My commission expires: 10/06/24

THIS DOCUMENT WAS PREPARED BY:

CHRISTI SANDERS

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118



EXHIBIT A

BORROWER(S): RAYCHARLES D BENTLEY

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOTS 6 AND 7, BLOCK 61 OF BUENA VISTA ADDITION, SITUATED IN THE SW 1/4 NW 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 6, FROM WHICH THE NORTHEAST CORNER OF LOT 4, BLOCK 61 BEARS NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 145.13 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOTS 6 AND 7, 129.30 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE U.S.B.R. "A" CANAL TUNNEL RIGHT OF WAY; THENCE NORTH 51 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG THE SAID TUNNEL RIGHT OF WAY LINE, 157.71 FEET TO A POINT ON THE ADJUSTED LINE; THENCE, ALONG THE SAID ADJUSTED LINE, SOUTH 89 DEGREES 30 MINUTES 01 SECOND EAST 46.07 FEET, NORTH 00 DEGREES 29 MINUTES 59 SECONDS EAST 30.19 FEET AND NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 75.06 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601

