

2024-003644

Klamath County, Oregon

05/10/2024 10:18:02 AM

Fee: \$117.00

470323086835-AC

Recording Requested By and Return To:  
AMERICAN FINANCIAL RESOURCES, LLC  
ATTENTION: POST CLOSING  
8 CAMPUS DRIVE, SUITE 401  
PARSIPPANY, NJ 07054

Grantor(s) Names(s) and Address:  
WAYNE MIKEL ANDERSON and FALLON PEARL CHARLTON,  
5945 DELAWARE AVENUE, KLAMATH FALLS, OR 97603

[Space Above This Line For Recording Data]

Original Recorded Date: October 13, 2023

Modified Principal Amount: \$278,513.00

Original Principal Amount: \$278,513.00

Modified Interest Bearing Amount: \$278,513.00

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

FHA Case Number: 431-7638340-703

Loan No: 92459391

MIN: 1003363-0002353526-0

This Loan Modification Agreement ("Agreement"), made this 23rd day of April, 2024, between WAYNE MIKEL ANDERSON AND FALLON PEARL CHARLTON, NOT AS TENANTS IN COMMON BUT WITH THE RIGHTS OF SURVIVORSHIP, whose address is 5945 DELAWARE AVENUE, KLAMATH FALLS, OR 97603 ("Borrower") and AMERICAN FINANCIAL RESOURCES, LLC, whose address is 8 CAMPUS DRIVE, SUITE 401, PARSIPPANY, NJ 07054 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated Nominee for Lender, beneficiary of the Security Instrument, its successors and assigns. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 5, 2023 and recorded in 2023-008884 ON 10/13/2023, of the Official Records of the County Recorder's or Clerk's Office of the County of KLAMATH, 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

5945 DELAWARE AVENUE, KLAMATH FALLS, OR 97603

(Property Address)

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

**SUBJECT PROPERTY ADDRESS HAS BEEN UPDATED FROM PARCEL 3 DELAWARE AVE, KLAMATH FALLS, OR 97603 TO 5945 DELAWARE AVENUE, KLAMATH FALLS, OR 97603.**

**MANUFACTURED HOME DETAILS**

**MAKE: CLAYTON**

**MODEL: 72TEM28604AH23**

**YEAR: 2023**

**LXW: 60X27**

**SERIAL #: ALB042949OR-ABAC**

**HUD LABEL: NTA2210912 & NTA2210913**

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 **April 23, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$278,513.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Late fees and other administrative expenses are not 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 **5.750%**, from **April 23, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,625.33**, beginning on the **1st day of June, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750%** will remain in effect until principal and interest are paid in full. If on **May 1, 2054** (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, which are fully reinstated.
- (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

**Loan No: 92459391**


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 ☐.

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

Loan No: 92459391


  
\_\_\_\_\_  
WAYNE MIKEL ANDERSON (Seal)  
-Borrower

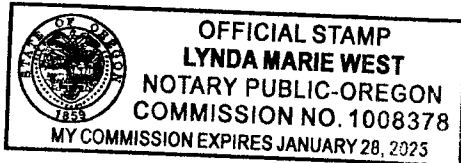
  
\_\_\_\_\_  
FALLON PEARL CHARLTON (Seal)  
-Borrower

State of OREGON  
County of KLAMATH

This record was acknowledged before me on April 25, 2024 by WAYNE MIKEL ANDERSON and FALLON PEARL CHARLTON.

[Seal]

  
\_\_\_\_\_  
Notary Public  
Lynda Marie West  
(Printed Name)




My commission expires: 1-28-25

Title of Office: NOTARY

Loan No: 92459391

**AMERICAN FINANCIAL RESOURCES, LLC**

Lender

 (Seal)

By: Mark Allert

Title: Vice President

May 6, 2024  
Date of Lender's Signature

State of New Jersey §

County of Morris §

This record was acknowledged before me on May 6, 2024 by  
MARK ALLERT as VICE PRESIDENT of AMERICAN FINANCIAL  
RESOURCES, LLC.

[Seal]

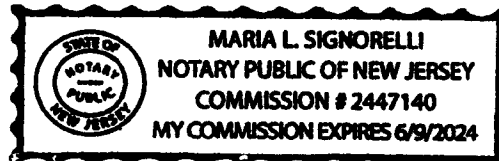


Maria L. Signorelli  
Notary Public

MARIA L. SIGNORELLI  
(Printed Name)

My commission expires: June 9, 2024

Title of Office: NOTARY PUBLIC OF NJ



Loan No: 92459391

Mortgage Electronic Registration Systems, Inc.,  
as designated nominee for **AMERICAN  
FINANCIAL RESOURCES, LLC**, its successors  
and assigns

MERS

[Signature] (Seal)

By: JOSEPH RUBIA

Title: Vice President

May 6, 2024  
Date of MERS Signature

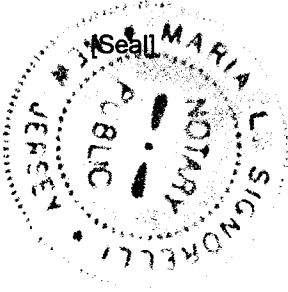
State of New Jersey

§

County of Morris

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This record was acknowledged before me on May 6, 2024 by  
JOSEPH RUBIA as VICE PRESIDENT of Mortgage Electronic Registration  
Systems, Inc.

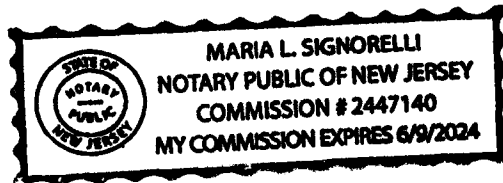


Maria L. Signorelli  
Notary Public

MARIA L. SIGNORELLI  
(Printed Name)

My commission expires: June 9, 2024

Title of Office: NOTARY PUBLIC of NJ



**Loan No: 92459391**

## **LEGAL DESCRIPTION**

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".**

Parcel 3 of Land Partition No. 13-07 being a replat of Tract 14 of Homeland Tracts, No. 2 situated in the SW1/4 SW1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon filed August 8, 2007 in Volume 2007-013971, Klamath County, Records.