

2024-005023
Klamath County, Oregon
06/21/2024 01:31:02 PM
Fee: \$112.00

RECORDING REQUESTED BY:

Flagstar Bank, N.A.
5151 Corporate Drive, MS-W 240-3
Troy, MI 48098

RECORD THEN RETURN TO:

ATTN: Gurmeet K. Sodhi
Flagstar Bank , N.A.
5151 Corporate Drive, MS-W 240-3
Troy, MI 48098

Loan Number: 505868323

_____(Space Above this Line is for Recorder's use only)_____

LOAN MODIFICATION AGREEMENT

Reference Number(s) of Related Document(s):

Deed of Trust dated 12/27/2022 and recorded on 01/03/2023 as
Instrument# 2023-000018

Grantor(s):

Stewart, William Gregory
Stewart, Shanteunelle M. (aka Stewart, Shanteunelle Marlene)

Grantee(s):

Flagstar Bank, N.A.

Assessor's Tax Parcel ID Number:

3808-015BB-07100

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Loan# 505868323
MIN# 100052550586832353

This Loan Modification Agreement ("Agreement"), made this 22nd day of May, 2022,
between William Gregory Stewart and Shanteunelle M. Stewart, (Also Known as Shanteunelle Marlene Stewart) as Tenants by
Entirety

("Borrower"), Flagstar Bank, NA, f/k/a Flagstar Bank, FSB ("Lender"), and Mortgage Electronic Registration
Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed
of Trust, or Security Deed (the "Security Instrument") dated December 27, 2022 and
recorded in Book or Liber NA, at page(s) NA, Instrument No. 2023-000018,
of the County Records of Klamath, Oregon,
(Name of Records) (County and State, or other Jurisdiction)

and (2) the Note, bearing the same date as, and secured by, Security Instrument, which covers the real and personal
property described in the Security Instrument and defined therein as the "Property", located at

R-3808 NNA Land, Klamath Falls, Oregon 97601 N/K/A 4729 Coopers Hawk Rd., Klamath Falls, OR 97601

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
A.P.N.: 3808-015BB-07100

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 22, 2024, the amount payable under the Note and the Security Instrument (the
"Unpaid Principal Balance") is U.S. \$ 565,000.00, 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 7.125%, from
May 22, 2024. Borrower promises to make monthly
payments of principal and interest of U.S. \$ 3,806.51, beginning on the 1st day of
July, 2024, and continuing thereafter on the same day of each succeeding month until
principal and interest are paid in full. The yearly rate of 7.125% will remain in effect until

principal and interest are paid in full. If on June 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.
- (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 ☐.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the 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.

Shanteunelle M. Stewart (Seal)
Shanteunelle M. Stewart -Borrower
aka Shanteunelle Marlene Stewart

William Gregory Stewart (Seal)
William Gregory Stewart -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Mortgage Electronic Registration Systems, Inc.
as nominee for Lender, its successors and assigns

____ (Seal)
Flagstar Bank, N.A. -Lender

By: SEE ATTACHED


By: SEE ATTACHED

Title: _____

Date of Lender's Signature

____ [Space Below This Line For Acknowledgments] _____

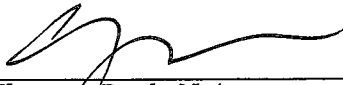
Date of Lender's Signature : 06/21/2024



Mortgage Electronic Registration Systems, Inc.
Nominee for Flagstar Bank, N.A.

By: KATHLEEN BOEHMER

Title: VICE PRESIDENT



Flagstar Bank, N.A. (Seal)
-Lender

By: SENKA CAMPARA

Title: BANK OFFICER

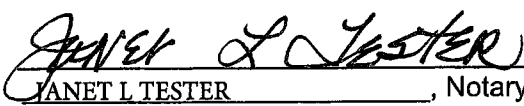
[Space Below This Line for Acknowledgements]

State of Michigan
County of Oakland

"MERS" NOTARY ACKNOWLEDGEMENT

On the 21ST day of JUNE, 20 24 before me the undersigned, a notary public in and for said state, personally appeared KATHLEEN BOEHMER, Vice President, of Mortgage Electronic Registration Systems Inc. (MERS) as nominee for Flagstar Bank, N.A. personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument the individuals or the persons upon whose behalf of which they acted, executed the instrument.

JANET L. TESTER
NOTARY PUBLIC - STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES JULY 14, 20 30
ACTING IN THE COUNTY OF OAKLAND




JANET L. TESTER, Notary Public
My Commission Expires: 07 / 14 / 2030

State of Michigan
County of Oakland

LENDER'S NOTARY ACKNOWLEDGEMENT

On the 21ST day of JUNE, 20 24 before me the undersigned, a notary public in and for said state, personally appeared SENKA CAMPARA, BANK OFFICER of Flagstar Bank, N.A. personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument the individuals or the persons upon whose behalf of which they acted, executed the instrument.

JANET L. TESTER
NOTARY PUBLIC - STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES JULY 14, 20 30
ACTING IN THE COUNTY OF OAKLAND



JANET L. TESTER, Notary Public
My Commission Expires: 07 / 14 / 2030

NOTARY ACKNOWLEDGEMENT

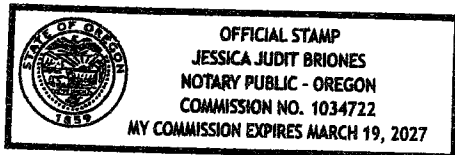
STATE OF Oregon
On May / 31 / 2024
Month Day Year

County of Klamath

before me, the undersigned, a notary public in and
for said state, personally appeared

William Gregory Stewart and Shanteunelle M. Stewart, (also known as Shanteunelle Marlene Stewart)

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name(s) is (are) subscribed to the within instrument and acknowledged to me that **they**
executed the same in **their** capacity(ies), and that by **their** signature(s) on the
instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the
instrument.



Jessica Judit Briones
Notary Public

My Commission Expires: March 19, 2027

[Apply Notary Seal in space above]

**PREPARED BY AND
WHEN RECORDED RETURN TO:**
Gurmeet K. Sodhi
FLAGSTAR BANK, N.A.
CONSTRUCTION DEPT.
5151 CORPORATE DRIVE
TROY, MI 48098

Rev. 03/20/20

5 OF 6

Escrow# CTPRO-2211-OR-3821644
Title# 570698AM

EXHIBIT "A"

Legal Description

Lot 811, RUNNING Y RESORT – PHASE 10, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon.

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