

2024-005986
Klamath County, Oregon
07/12/2024 08:24:02 AM
Fee: \$117.00

When recorded mail to:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

_____[Space Above This Line for Recording Data]_____

Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: JUNE 14, 2024

Grantor: JARHED ASCENCIO BAUTISTA AND VERONA ASCENCIO, AS TENANTS BY THE ENTIRETY
Grantor Mailing Address: 567 BONNER LN, CRESCENT, OREGON 97733

Grantee: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA
Grantee Mailing Address: 8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256

Legal Description:

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

Reference Instrument: 2022-005766 Book: Page:

0472595364

This Document Prepared By:
TERNISHA TOWNSEND
FLAGSTAR BANK, N.A.
8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 154488

[Space Above This Line for Recording Data]

Original Principal Amount: \$272,964.00

FHA/VA Case No.: 203 431-7493657

Unpaid Principal Amount: \$266,493.07

Loan No: 0472595364

New Principal Amount: \$203,426.18

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 14TH day of JUNE, 2024, between **JARHED ASCENCIO BAUTISTA AND VERONA ASCENCIO, AS TENANTS BY THE ENTIRETY** ("Borrower"), whose address is **567 BONNER LN, CRESCENT, OREGON 97733** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 4, 2022** and recorded on **MAY 5, 2022** in **INSTRUMENT NO. 2022-005766**, 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

567 BONNER LN, CRESCENT, OREGON 97733

(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, **JULY 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$203,426.18**, 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. **\$0.00**.
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 **JULY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,338.69**, beginning on the **1ST** day of **AUGUST, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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.

Unofficial
Copy

In Witness Whereof, I have executed this Agreement.

Borrower: JARHED ASCENCIO BAUTISTA

7-1-24
Date

Borrower: VERONA ASCENCIO *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

7-1-24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Deschutes

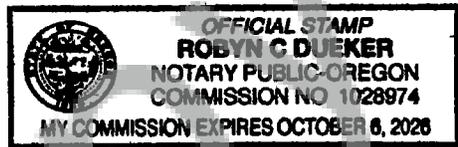
This instrument was acknowledged before me on July 1, 2024 (date) by JARHED ASCENCIO BAUTISTA, VERONA ASCENCIO (name(s) of person(s)).

No This notarial act involved the use of communication technology.

[Signature]
Notary Public (signature)

Notary Printed Name: Robyn C. Dueker

My commission expires: 10-6-2026



In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA

By Lyric Bynaum Lyric Bynaum Vice President JUL 05 2024
(print name) Date
(title)

[Space Below This Line for Acknowledgments]

State of Texas
County of Dallas

This instrument was acknowledged before me on JUL 05 2024 by Lyric Bynaum, the Vice President of LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA, a company, on behalf of the company.

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

Toby Annacone Smith
Notary Public
Toby A Yannacone-Smith

Printed Name: _____
My commission expires: DEC 21 2026

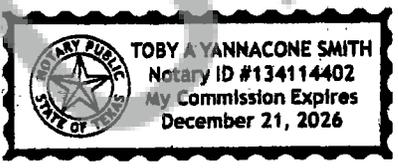


EXHIBIT A

BORROWER(S): JARHED ASCENCIO BAUTISTA AND VERONA ASCENCIO, AS TENANTS BY THE ENTIRETY

LOAN NUMBER: 0472595364

LEGAL DESCRIPTION:

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

PARCEL 1

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89 DEGREES 40 MINUTES WEST 290 FEET AND SOUTH 50 DEGREES 20 MINUTES EAST 499 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF CRESCENT, OREGON AND THE EASTERLY LINE OF MAIN STREET OF CRESCENT, OREGON; THENCE NORTH 39 DEGREES 40 MINUTES EAST 209 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES EAST 32 FEET TO A POINT ON THE WESTERLY LINE OF A PARCEL OF PROPERTY DEEDED TO FREDERICK J. ULMER AND WILLA R. ULMER, IN VOLUME M73, PAGE 9225; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID ULMER PARCEL; THENCE SOUTH 50 DEGREES 20 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF SAID ULMER PROPERTY, TO THE EAST BOUNDARY OF THE SAID SE1/4 SW1/4; THENCE SOUTH ALONG SAID BOUNDARY LINE TO A POINT LOCATED SOUTH 50 DEGREES 20 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE NORTH 50 DEGREES 20 MINUTES WEST, 360 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2

AN EASEMENT FOR INGRESS AND EGRESS RECORDED JANUARY 4, 1989 IN VOLUME M89, PAGE 97

ALSO KNOWN AS: 567 BONNER LN, CRESCENT, OREGON 97733

Unofficial
Copy