Fee: \$97.00

# Record and Return by [X] Mail

Triad Financial Services, Inc.

Attn: Mortgage Loan Dept.

13901 Sutton Park Drive South, Ste. 300

Jacksonville, FL 32224

### This Instrument Prepared By:

Hilda Walker
Triad Financial Services, Inc.
13901 Sutton Park Drive South, Ste. 300
Jacksonville, FL 32224

### **CONSTRUCTION LOAN MODIFICATION AGREEMENT**

THIS CONSTRUCTION LOAN MODIFICATION AGREEMENT, made this <u>20</u> day of <u>June 2024</u> modifies the Construction Loan Promissory Note (the "Note"), the Security Instrument, as amended, recorded at <u>Instrument # 2023-008752</u>, of the <u>Klamath</u> County Register of Deeds ("Security Instrument"), the Construction Loan Agreement, as amended, each dated <u>10/10/2023</u>, (collectively the "Loan Documents"), previously executed by the undersigned <u>Sheila Lorraine Storie and Charles Perkins Storie</u> (the "Borrower") in favor of <u>Triad Financial Services, Inc.</u>, a Florida Corporation (the "Lender"). The Property is described in Exhibit "A" annexed hereto. The Loan Documents evidence a construction loan (the "Loan"). All terms defined in the Note, the Security Instrument and Construction Loan Agreement shall have the same meaning in this Modification Agreement. The terms of this Modification Agreement preceded by a "\mathbb{\Pi}" are part of this Modification Agreement only if the box is checked.

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

### I. COMPLETION DATE/MATURITY DATE MODIFIED

This Modification Agreement modifies the Loan Documents to change, as indicated, one or more of the Completion Date and the Maturity Date.

- 1. COMPLETION DATE. The Completion Date is 6/1/2024.
- 2. INTEREST. Borrower will continue to pay interest at the rate stated in the Construction Loan Addendum to Promissory Note on the amounts advanced.
- 3. MATURITY DATE. The Maturity Date is changed from 11/12054 to 7/1/2054.
- II. PRINCIPAL BALANCE, INTEREST OR MONTHLY PAYMENT MODIFIED
  - ☐ 1. PRINCIPAL BALANCE MODIFIED
    - The Loan Documents are modified to increase the principal amount of the Note. The new principal amount of the Loan is New Loan Commitment Amount Text (\$New Loan Commitment Amount Numeric).
    - □ The Loan Documents are modified to decrease the principal amount of the Note to take into account Borrower's principal reduction of U.S. Permanent Mortgage Date Principal Decrease Text (\$ Permanent Mortgage Date Principal Decrease Numeric). The new principal amount of the Loan is New Loan Commitment Amount Text (\$New Loan Commitment Amount Numeric).

### **□** 2. INTEREST RATE MODIFIED

The Loan Documents are modified to change the rate of interest stated in the Note to New Permanent Phase Interest Rate Numeric %.

# **3**. MONTHLY PAYMENT MODIFIED

The Loan Documents are modified to change the amount and due dates of monthly payments. The first payment in the amount of <u>Two Thousand Eight Hundred Eighty-Eight Dollars and Twenty-Seven Cents</u> (\$2,887.27) is due on <u>8/1/2024</u> and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 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 then.

### ☐ 4. RESTATED NOTE

The Note is modified and restated, as provided in the form of Note dated as of the Modification Agreement Day day of Modification Agreement Month, Modification Agreement Year, a copy of which is annexed hereto and incorporated herein as if fully set forth.

# III. DESCRIPTION OF THE MANUFACTURED HOME

This Modification Agreement modifies the Loan Documents to restate the description of the manufactured home as follows:

New	2024	CMH Manufacturing West, Inc	3070 Martette Special/55MSP30703AH24	HER034037ORAB	70 x 30
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No	Length x Width

## ☐ IV. CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT

The Construction Loan Rider To Security Instrument is hereby forever canceled, null and void, as of the date specified in paragraph I.1 above:

#### ■ V. CONSTRUCTION PHASE EXTENSION FEE

Borrower will pay an extension fee of Extension Fee in Text (\$Extension Fee in Numeric) to Lender.

#### **□** VI. MODIFICATION FEE.

Borrower will pay a modification fee of Modification Fee in Text (\$Modification Fee in Numeric) to Lender.

# VII. PROPERTY ADDRESS

The Property address is changed from <u>00000 Lanewood Dr. La Pine, OR 97739</u> to <u>145338 Lanewood Dr., La Pine, OR 97739</u>

#### **☑** VIII. OTHER TERMS UNCHANGED.

Except as provided in this Modification Agreement, the terms of the Note, the Security Instrument and the Construction Loan Agreement remain unchanged, and the Borrower and Lender by this Agreement ratify, confirm and agree to the Loan Documents as modified and changed by this Modification Agreement.

Triad Financial Services, Inc., a Florida Corporation ("Lender")						
Ву:						
Name: Linda Pearson						
Its: SVP Land Home Operations						
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement.						
DATED this day of John (month), 24 (year).						
thomas, 74 (year).						
Let-						
Sheila Lorraine Storie						
Charles Perkins Storie						
CTATTO OF CONTRACT						
STATE OF () (COV) ) SS.:						
COUNTY OF Hamety )						
On the One day of in the year Of before me, the						
undersigned, a Notary Public in and for said State, personally appeared Sheila Lorraine Storie and Charles Perkins						
<u>Storie</u> , 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 he/she/they executed the same in						
his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on						
behalf of which the individual(s) acted, executed the instrument.						
and the						
Notary Signature						
Notary Printed Name						
Notary Printed Name  Notary Public; State of VEGOY						
A: A 7						
M - 700 00						
My commission expires: 11/04/1-0040						
Official Seal:						
OFFICIAL STAMP						
BRITNY ROBINS HANEY NOTARY PUBLIC - OREGON						
COMMISSION NO. 1047573 MY COMMISSION EXPIRES MAY 07, 2028						

# EXHIBIT "A" LEGAL DESCRIPTION

Lot 62 in Block 1, SUN FOREST ESTATES, TRACT NO. 1060, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.