

470323087131-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:
LISA ELAINE NAJAR and JOHNNIE NAJAR, II, 820 E MAIN ST,
KLAMATH FALLS, OR 97601

[Space Above This Line For Recording Data]
Original Recorded Date: **November 22, 2023** Modified Principal Amount: **\$311,258.00**
Original Principal Amount: **\$311,258.00** Modified Interest Bearing Amount: **\$311,258.00**

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

FHA Case Number: 431-7654915-703

Loan No: 92462034
MIN: 1003363-0002356133-2

This Loan Modification Agreement ("Agreement"), made this **28th day of June, 2024**, between **LISA ELAINE NAJAR AND JOHNNIE NAJAR II, AS TENANTS BY THE ENTIRTY**, whose address is **820 E MAIN ST, KLAMATH FALLS, OR 97601** ("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 **November 20, 2023** and recorded in **2023-010150 ON 11/22/2023**, 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

820 E MAIN ST, KLAMATH FALLS, OR 97601
(Property Address)

the real property described being set forth as follows:

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

Loan No: 92462034

MAKE: FLEETWOOD
MODEL: 230WI28664E
YEAR: 2022
LXW: 66X27
SERIAL #: FLE230ID21-37214A/B
HUD LABEL: IDA252276, IDA252277

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 **June 28, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$311,258.00**, 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 **6.750%**, from **June 28, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,018.81**, beginning on the **1st day of September, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.750%** will remain in effect until principal and interest are paid in full. If on **August 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 Property on which Borrower is obligated, or to any companies that perform support services

Loan No: 92462034

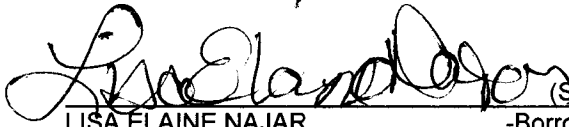
to them in connection with Borrower's loan.


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: 92462034

 (Seal)
LISA ELAINE NAJAR -Borrower

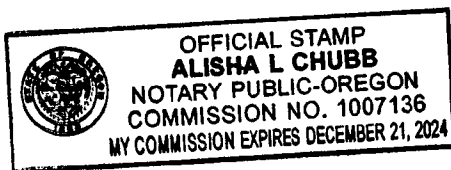
 (Seal)
JOHNNIE NAJAR, II -Borrower

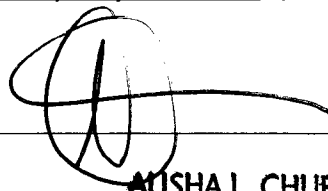
State of Or
County of Jackson

§
§

This record was acknowledged before me on 7/2/21 by LISA ELAINE NAJAR and JOHNNIE NAJAR, II.

[Seal]




Notary Public
ALISHA L. CHUBB
(Printed Name)

My commission expires: 12/21/24

Title of Office: Notary

AMERICAN FINANCIAL RESOURCES, LLC

Lender

(Signature) (Seal)

By: **FRANKIE HENDERSON**

Title: **SR. VICE PRESIDENT**

7.23.2024
Date of Lender's Signature

State of New Jersey §
County of Morris §

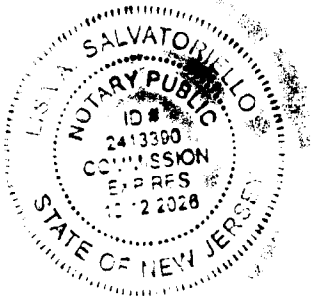
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 23, 2024 by Frankie Henderson, Sr. Vice President of **AMERICAN FINANCIAL RESOURCES, LLC**, a State of **DELAWARE** Limited Liability Company, on behalf of the Limited Liability Company. He/she is personally known to me or has produced _____ as identification.

[Seal]

Lisa A. Salvatoriello
Notary Public
Lisa A. Salvatoriello
(Printed Name)

My commission expires: 10/12/2026
Title or rank: Notary Public
Serial Number: 2413390

Lisa A. Salvatoriello
NOTARY PUBLIC
State of New Jersey
ID # 2413390
My Commission Expires 10/12/2026



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

By: JOSEPH RUBIA (Seal)

Title: VICE PRESIDENT

7.23.2024
Date of Mortgagee's Signature

State of New Jersey §
County of Morris §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this July 23, 2024 by Joseph Rubia,
Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware
corporation, on behalf of the corporation. He/she is personally known to me or has produced
as identification.

[Seal]

Lisa A. Salvatoriello
Notary Public
Lisa A. Salvatoriello
(Printed Name)

My commission expires: 10/12/2026
Title or rank: Notary Public
Serial Number: 2413390

Lisa A. Salvatoriello
NOTARY PUBLIC
State of New Jersey
ID # 2413390
My Commission Expires 10/12/2026

EXHIBIT "A"
LEGAL DESCRIPTION

The North 40 feet of Lots 604 and 605 in Block 103, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.