

After Recording Return To:
First American Mortgage Solutions, LLC
4795 Regent Blvd - MC-3007
Irving, TX 75063

This Document Prepared By:
Home Preservation
Umpqua Bank
9285 NE Tanasbourne Dr
Hillsboro, OR 97124

True and Actual Consideration is: \$143,172.25

[Space Above This Line For Recording Data]

Original Recording Date: **May 24, 2021**

Original Loan Amount: **\$140,000.00**

Loan No: **8501501364**

Investor Loan No: **4026000440**

MIN Number: **100045810003616619**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of August, 2024, between **NICOL HICKS** ("Borrower") and **Umpqua Bank, whose address is 9285 NE Tanasbourne Dr, Hillsboro, OR 97124** ("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 **May 17, 2021** and recorded in **Instrument No: 2021-008220** and recorded on **May 24, 2021**, of the Official Records of **KLAMATH County, OR** 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 **1818 MCCLELLAN DR, KLAMATH FALLS, OR 97603,**
(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 **August 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,172.25**, 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 **3.875%**, from



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August 1, 2024. Borrower promises to make monthly payments of principal and interest of U.S. \$587.29, 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 **3.875%** will remain in effect until principal and interest are paid in full. If on **August 1, 2064** (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.



In Witness Whereof, the Lender and I have executed this Agreement.

Nicol Hicks
NICOL HICKS -Borrower

Date: 8/29/24

_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of KLAMATH

This instrument was acknowledged before me, a Notary Public on

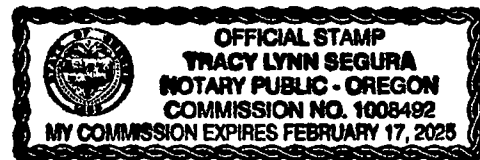
AUGUST 29, 2024 by

NICOL HICKS.

[Signature]

(Signature of notarial officer)

NOTARY PUBLIC-STATE OF OREGON
(Title or rank)



My Commission expires: FEBRUARY 17, 2025

Origination Company: **Umpqua Bank**
NMLSR ID: **401867**



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* 1 4 0 5 9 + 3 5 *



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Umpqua Bank

By: Rebecca Tweed (Seal) - Lender

Name: Rebecca Tweed

Title: Assistant Vice President

9/4/2024 Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of Oregon

County of Washington

This instrument was acknowledged before me, on September 4, 2024
by

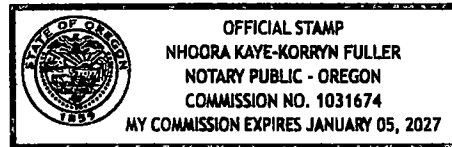
Rebecca Tweed, the assistant vice president of
Umpqua Bank

Nhoora Fuller

(Signature of notarial officer)

Notary Public- Oregon

(Title or rank)



My Commission expires : Jan 5, 2027



* 8 5 0 1 5 0 1 3 6 4 *



* 1 4 0 5 9 + 3 5 *



* 7 0 0 0 6 5 7 8 0 1 *

Steven P Wright

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Steven P Wright

Title: Asst Secretary - MERS

_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of Washington

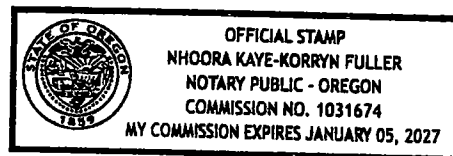
This instrument was acknowledged before me on September 4, 2014 by
Steven P. Wright, the assistant secretary of
Mortgage Electronic Registration Systems Inc - nominee for lender.

Nhoora Fuller

(Signature of notarial officer)

Notary Public - Oregon

(Title or rank)



My Commission expires: Jan 5, 2017



* 8 5 0 1 5 0 1 3 6 4 *



* 1 4 0 5 9 + 3 5 *



* 7 0 0 0 6 5 7 8 0 1 *
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Exhibit "A"

Loan Number: **8501501364**

Property Address: **1818 MCCLELLAN DR, KLAMATH FALLS, OR 97603**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: THE SOUTHEASTERLY 80.0 FEET OF LOT 20 OF WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.



* 8 5 0 1 5 0 1 3 6 4 *
12338 06/18 Exhibit A Legal Description Attachment



* 1 4 0 5 9 + 3 5 *
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