

2024-008033

Klamath County, Oregon

09/13/2024 02:20:02 PM

Fee: \$107.00

After Recording Return To:
HomeStreet Bank
Attn: Loss Mitigation Department
33405 8th Ave S Suite 100
Federal Way, WA 98003-6642

Until change is requested, all tax statements shall
be sent to the following address:
Roger D. West
1813 SISKIYOU ST
KFALLS, OR 97601

Tax Account Number: 211746

[Space Above This Line For Recording Data]

FHA Case #: 1700821850

16658382

Investor Loan No: 1700821850

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of August, 2024, between ROGER D. WEST ("Borrower") and Homestreet Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 2, 2006, in the amount of \$70,000.00 and recorded on March 8, 2006 in Book, Volume, or Liber No. M06, at Page 04272 (or as Instrument No. N/A), of the Official (Name of Records) Records of KLAMATH, OREGON (County and State, or other jurisdiction) 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

1813 SISKIYOU ST, KFALLS, OR 97601

(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 September 1, 2024, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$47,173.89, 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 5.875%, from August 1, 2024. Borrower promises to make monthly payments of principal and interest of U.S.



\$255.46, 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 5.875% 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 ☐.

Borrower

Roger D. West
- ROGER D. WEST

Date:

9/6/24



ACKNOWLEDGMENT

State of OR

County of Klamath

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§

This instrument was acknowledged before me on 9-6-2024 by ROGER D. WEST.

Signature of Notarial Officer

Lynn Chauvie

Printed Name

Senior Teller, Notary

Title (and Rank)

(Seal, if any)

My Commission Expires: 3-22-25



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Homestreet Bank

By: Beverly Jones
Beverly Jones, Vice President-Lender

9-13-2024
Date of Lender's Signature

ACKNOWLEDGMENT

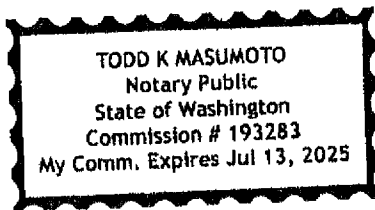
State of WASHINGTON

§
§
§

County of KING

On this 13th day of SEPTEMBER 2024, before me personally appeared BEVERLY JONES, to me known to be a VICE PRESIDENT of the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said Corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Todd K Masumoto
Signature of Officer

TODD K MASUMOTO
Printed Name

NOTARY PUBLIC
Title of Officer

KING COUNTY
Place of Residence of Notary Public

(Seal)

My Appointment Expires: 7/13/2025



EXHIBIT A

BORROWER(S): ROGER D. WEST

LOAN NUMBER: 0000290783

LEGAL DESCRIPTION:

STATE OF OREGON, COUNTY OF KLAMATH, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH: LOT 7, BLOCK 62, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

Tax Account Number: 211746

ALSO KNOWN AS: 1813 SISKIYOU ST, KFALLS, OR 97601

