

2024-008200

Klamath County, Oregon

09/19/2024 08:33:02 AM

Fee: \$107.00

This Document Prepared By:

**TAMEKA THOMPSON**

**PNC MORTGAGE, A DIVISION OF PNC BANK,**

**NATIONAL ASSOCIATION**

**3232 NEWMARK DR**

**MIAMISBURG, OH 45342**

**(888) 224-4702**

When Recorded Mail To:

**PNC BANK, N.A.**

**P.O. BOX 8800**

**DAYTON, OH 45401**

**Tax/Parcel #: R130511**

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**Original Principal Amount: \$165,000.00**

**Unpaid Principal Amount: \$160,907.02**

**New Principal Amount: \$166,336.88**

**Capitalization Amount: \$5,429.86**

**Freddie Mac Loan No.: 001296227**

**Loan No: \*\*\*\*1408**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement ("Agreement"), made this **21ST** day of **AUGUST, 2024**, between **PAUL DE LA BASTIDE** ("Borrower"), whose address is **149637 VIOLA DRIVE, LA PINE, OREGON 97739** and **PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 30, 2020** and recorded on **FEBRUARY 3, 2020** in **INSTRUMENT NO. 2020-001353 BOOK N/A PAGE N/A**, 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,

**149637 VIOLA DRIVE, LA PINE, OREGON 97739**

**(Property Address)**

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed  
Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT  
Form 5161 06192024\_57

\*\*\*\*1408

the real property described being set forth as follows:

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

**SEE ATTACHED EXHIBIT A**

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **SEPTEMBER 1, 2024**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$166,336.88**.
2. Interest Rate. 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 **3.7500%**, beginning **SEPTEMBER 1, 2024**, both before and after any default described in the Note. The yearly rate of **3.7500%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$669.55**, beginning on the **1ST** day of **OCTOBER, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2064**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **3232 NEWMARK DR, MIAMISBURG, OH 45342** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

8. 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 where 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.

Unofficial  
Copy

In Witness Whereof, I have executed this Agreement.

Paul De La Bastide  
Borrower: PAUL DE LA BASTIDE

9-4-2024

Date

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Deschutes

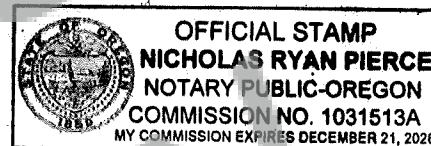
This instrument was acknowledged before me on 09/04/2024 (date) by  
PAUL DE LA BASTIDE (name(s) of person(s)).

       This notarial act involved the use of communication technology.

Nicholas Ryan Pierce  
Notary Public (signature)

Notary Printed Name: Nicholas Ryan Pierce

My commission expires: 12-21-2026



In Witness Whereof, the Lender have executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION

By Susan Hoelter (print name)  
Mortgage Officer (title)

9/10/24  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

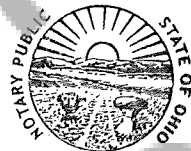
State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 9/10/24 (date) by  
Susan Hoelter, the MORTGAGE OFFICER of PNC BANK, NATIONAL  
ASSOCIATION, a national association, on behalf of the national association

\_\_\_\_\_  
This notarial act was an online notarial act.

Ashley Flowers  
Notary Public



Printed Name: Ashley Flowers  
My commission expires: 07/18/26

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION  
3232 NEWMARK DR  
MIAMISBURG, OH 45342

**Exhibit A (Legal Description)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON:

LOT 3, BLOCK 24, THIRD ADDITION TO RIVER PINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEROF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

BEING THE SAME PROPERTY AS CONVEYED FROM BERLING FAMILY JOINT REVOCABLE LIVING TRUST DATED 03/14/2007, ROBERT O. BERLING AND MYRTLE CHARLENE BERLING CO-TRUSTEES TO PAUL DE LA BASTIDE, AS DESCRIBED IN DEED INST# 2020-001352, DATED 1/9/2020, RECORDED 2/3/2020.

TAX ID #: R130511

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 149637 VIOLA DR, LA PINE, OR 97739.

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Copy