

RECORDED 470324088765

2024-008215
Klamath County, Oregon
09/19/2024 11:57:02 AM
Fee: \$122.00

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:
ANDDREA K POSTMA, 9611 BEN KERNS RD, KLAMATH
FALLS, OR 97601

[Space Above This Line For Recording Data]
Original Recorded Date: **May 7, 2024** Modified Principal Amount: **\$165,000.00**
Original Principal Amount: **\$165,000.00** Modified Interest Bearing Amount: **\$165,000.00**

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

VA Case Number: 48-48-6-0568293

Loan No: 92470324
MIN: 1003363-0002364407-0

This Loan Modification Agreement ("Agreement"), made this **9th day of September, 2024**, between **ANDDREA K POSTMA**, whose address is **9611 BEN KERNS RD, KLAMATH FALLS, OR 97601** ("Borrower") and **AMERICAN FINANCIAL RESOURCES, LLC**, whose address is **8 CAMPUS DRIVE, SUITE 401, PARPIPPANY, 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 **May 2, 2024** and recorded in **2024-003532 ON 05/07/2024**, 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

9611 BEN KERNS RD, 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

MAKE: CLAYTON
MODEL: 72TEM16602AH24
YEAR: 2024
LXW: 60X15
SERIAL #: ALB043169OR-AC
HUD LABEL: NTA2249852

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 9, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$165,000.00**, 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 **6.250%**, from **September 9, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,019.83**, beginning on the **1st day of November, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.250%** will remain in effect until principal and interest are paid in full. If on **June 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.
- (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

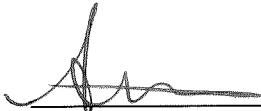
Loan No: 92470324

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 ☐.

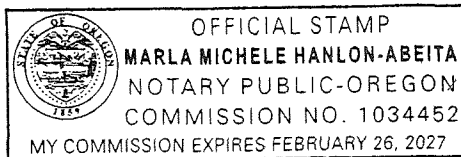
- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the designated Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

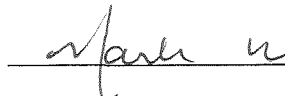


(Seal)
ANDDREA K POSTMA -Borrower

State of Oregon §
County of Klamath §
This record was acknowledged before me on 16 September 2024 by ANDDREA K
POSTMA.

[Seal]





Notary Public
MARLA MICHELE HANLON-ABEITA
(Printed Name)

My commission expires: 2/26/2027

Title of Office: Notary Public
State of Oregon

AMERICAN FINANCIAL RESOURCES, LLC

Lender

[Signature] (Seal)

By: **FRANKIE HENDERSON**

Title: **SR. VICE PRESIDENT**

September 17, 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 September 17, 2024 by FRANKIE HENDERSON,
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 N/A as
identification.

[Seal]

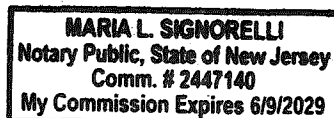
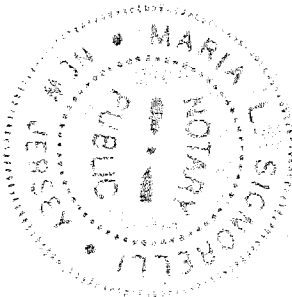
Maria L. Signorelli
Notary Public

MARIA L. SIGNORELLI
(Printed Name)

My commission expires: June 9, 2029

Title or rank: NOTARY PUBLIC OF NJ

Serial Number: 2447140



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

By:

JOPETH RUBIA

(Seal)

Title:

VICE PRESIDENT

Date of Mortgagee's Signature

State of

New Jersey

§

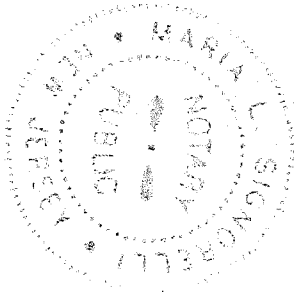
County of

Morris

§

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this September 17, 2024 by JOPETH 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
N/A as identification.

[Seal]



Maria L. Signorelli

Notary Public

MARIA L. SIGNORELLI

(Printed Name)

My commission expires: June 9, 2029

Title or rank: NOTARY PUBLIC OF NJ

Serial Number: 2447140

MARIA L. SIGNORELLI
Notary Public, State of New Jersey
Comm. # 2447140
My Commission Expires 6/9/2029

Loan No: 92470324

LEGAL DESCRIPTION

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 14, Block 19, Second Addition to Klamath River Acres, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.