

**RECORDING REQUESTED BY**

CalCon Mutual Mortgage LLC dba OneTrust Home Loans  
**AND WHEN RECORDED MAIL TO**

CalCon Mutual Mortgage LLC dba OneTrust Home Loans  
c/o OneTrust International LLC  
Attn: Servicing Department  
273 Ave Ponce De Leon Ste 1500  
San Juan, PR 00917

AMERITITLE has recorded this instrument by request  
as an accommodation and has not examined it  
for regularity and sufficiency or as to its effect upon the  
title to any real property that may be described therein.

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**AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR  
EXTENSION OF A MORTGAGE**

Loan Number: 7602310060	MIN:100798500007166856
Loan Program: FNMA Single-Close Constr To Perm - 30 yr Fixed	

This Agreement for Modification, Reamortization, or Extension of a Mortgage ("Agreement"), made this 1st day of September, 2024, between DONALD LEE HODGE III AND CHESSA L HODGE, AS TENANTS BY ENTIRETY ("Borrower"), Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for CalCon Mutual Mortgage LLC dba OneTrust Home Loans ("Lender"), and Fidelity National Title Company of Oregon as trustee, and amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated February 8th, 2024 and recorded in Instrument # 2024-001181 of Klamath County, OR by , Clerk of Court & Recorder, (2) the Note, bearing the same date as, and secured by, the Security Instrument, (3) the Residential Construction Loan Agreement ("Construction Loan Agreement") bearing the same date, and (4) prior extensions or modifications of the Note, Construction Loan Agreement and Security Instrument, if any. The Note, Construction Loan Agreement, and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 27304 Petersteiner Rd Bonanza, OR 97623 the real property described being set forth as follows:

The NW 1/4 of the NE 1/4 of Section 31, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Mortgage):

1. This Agreement is being executed as a result of the following conditions:

✓	Applicable Condition
	Construction Completion Date or Maturity Date must be extended beyond the maximum term under applicable Loan Program and conversion cannot be effectuated per Loan Program guidelines.
	Loan under the Mortgage no longer complies with Loan Program guidelines.
	Borrower has not made payments during the applicable phase of the Loan under the Mortgage.

	Evidence of completion of the construction of the Improvements under the Mortgage have not been provided to Lender.	
	Construction of the Improvements are still ongoing and extension of Construction Completion Date or Maturity Date required for completion of the Improvements.	
	Construction of the Improvements are still ongoing and no longer comply with the scope of the construction under the Mortgage.	
	Borrower no longer qualifies under Loan Program.	
✓	Document changes in the amortization, principal amount, interest rate, term and Maturity Date of the Loan under the Mortgage.	
	Document change in Loan Program.	

2. Under the terms of the Mortgage, the "Construction Completion Date" specified in the Construction Loan Agreement, as amended, was defined as February 1st, 2025 being the date on which the construction of the Improvements must be completed in all material respects so as to permit us to make the final disbursement of the Loan Proceeds to you." The parties to this Agreement have agreed to amend the definition of the "Construction Completion Date" under the Mortgage to mean August 1st, 2024 being the date on which the construction of the Improvements must be completed in all material respects so as to permit us to make the final disbursement of the Loan Proceeds. Failure to complete construction of the Improvements in all material respects by the Construction Completion Date shall be deemed and Event of Default." Furthermore, the parties to this Agreement have agreed that the Construction Loan Agreement is hereby amended to incorporate the Addendum to Residential Construction Loan Agreement attached hereto.

As a result of the extension of the Construction Completion Date under this Agreement, the Mortgage is hereby amended generally to provide that the Permanent Loan Date for the Loan is revised to September 1st, 2024. The first payment of principal and interest during the Permanent Loan Phase will be due on the first day of the second month following the Extended Completion date which is October 1st, 2024. The Maturity Date for the Note is amended to September 1st, 2054. Notwithstanding the generality of the foregoing, the loan shall not convert to Permanent Loan Phase under the Mortgage until completion of the construction of the improvements contemplated under the Mortgage and requalification of the Borrower in accordance with the terms of the Mortgage.

3. Lender has accepted or will hereby accept from the Borrower the sum of U.S. \$0.00, as a condition for executing the Agreement, which is an Extension and Modification Fee and is not to be applied to the unpaid principal balance or accrued unpaid interest. The Borrower also agrees to pay all title, notary and recording related costs associated with this Agreement. This Agreement shall be declared null and void in the case that the Lender does not receive payment in full of the Extension and Modification Fee and related costs within three (3) calendar days following execution of this Agreement by the Lender.
4. The amounts described above will be applied, as applicable, to increase and re-amortize the interest-bearing principal balance, which after such application is U.S. \$220,015.00 ("New Interest-Bearing Principal Balance"). The Deed of Trust and other Mortgage documents are hereby amended to provide that the Maximum Principal Amount that may be secured by the Security Instrument shall be the New Interest-Bearing Principal Balance. Borrower promises to pay Lender the New Interest-Bearing Principal Balance, plus interest, in accordance with the following payment schedule:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	New Payment Begins On	Number of Monthly Payments
4.875%	//	\$893.81 (interest only)	\$0.00, may adjust periodically	\$893.81, may adjust periodically	09/01/2024	1
4.875%	//	\$1,164.34	\$345.96, may adjust periodically	\$1,510.30, may adjust periodically	10/01/2024	360

If on September 1st, 2054 ("Maturity Date"), Borrower still owes amounts under the Mortgage as amended by this Agreement, including the Deferred Non-Interest-Bearing Balance, Borrower will pay these amounts in full on the Maturity Date.

5. 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 Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage.
7. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN OR CONVERT THE LOAN INTO THE PERMANENT LOAN PHASE UNLESS BORROWER QUALIFIES UNDER THE SAME PARAMETERS OF THE LENDER'S LOAN GUIDELINES AND PURSUANT TO LENDER UNDERWRITING PROCEDURES AND APPLICABLE LAW.
8. NOTWITHSTANDING ANY PROVISION SET FORTH IN THE MORTGAGE, THE LOAN WILL NOT AUTOMATICALLY BECOME A PERMANENT MORTGAGE LOAN AT THE END OF THE CONSTRUCTION LOAN PHASE. The conversion of the Loan from Construction Loan Phase to Permanent Loan Phase is subject to Borrower's requalification for the Loan under the same parameters of the Lender's loan guidelines and pursuant to Lender underwriting procedures and applicable law. Borrower further acknowledges and agrees that in the event that Borrower does not qualify for conversion of the Loan to the Permanent Loan Phase, the Loan shall be payable in full at the last day of the Construction Loan Phase and Borrower must repay the entire principal balance of the Loan and unpaid interest then due. Requalification of the Loan by Borrower will occur after the Construction Loan Phase, but before the beginning of the Permanent Loan Phase (the "Requalification Period" or the "Conversion Period") of the construction mortgage loan as referenced in those addendums and riders to the Mortgage. During the Requalification Period, if the Lender determines that Borrower requalifies for the Loan, but additional terms and conditions are required in order for the Loan to enter the Permanent Loan Phase, Borrower agrees to those additional terms and conditions by the Lender as a condition precedent to conversion of the Loan with the Lender. In the event Borrower does not requalify during the Requalification Period, Lender is not obligated to extend credit or refinance the loan for Borrower. Upon the approval by Lender of Borrower requalifying for the Loan and unless otherwise agreed upon, the Loan will then enter the "Permanent Loan Phase" and the Loan will become a permanent mortgage loan. All other terms and conditions will be subject to the terms and conditions within the Mortgage.

9. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder, as applicable.
- (b) All covenants, agreements, stipulations, and conditions in the Mortgage, shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage.
- (d) 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 Borrower.
- (e) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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.

[Remainder of page intentionally left blank]

Justin Simensky (Seal)  
CalCon Mutual Mortgage LLC dba OneTrust  
Home Loans-Lender  
By: Justin Simensky, Vice President

September 25, 2024  
Date of Lender's Signature

Deborah Ramirez (Seal)  
[FIRST WITNESS]-Witness  
Toni Finch (Seal)  
[SECOND WITNESS]-V

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

**Lender Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
Justin Simensky, Vice President of CalCon Mutual Mortgage LLC dba OneTrust Home Loans.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary – Printed name

**\*\*See Attached California Compliant Certificate\*\***

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On September 25, 2024 before me, Michele Archuleta, Notary Public  
(insert name and title of the officer)

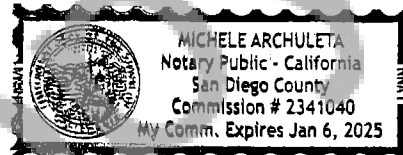
personally appeared Justin Simensky  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



[Signature] (Seal)  
Donald L Hodge III-Borrower

[Signature] (Seal)  
Chessa L Hodge-Borrower

Sept 22, 2024  
Date of Borrower's Signature

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

**Borrower Acknowledgment**

State of OR

County of Klamath

The foregoing instrument was acknowledged before me this

22nd of Sept 2024 by

[Signature]  
Notary Public

My commission expires:

12/22/24

Vivian Michelle Garcia  
Notary – Printed name



Justin Simensky (Seal)  
Mortgage Electronic Registration Systems,  
Inc., as nominee for Lender, its successors  
and assigns

By: Justin Simensky, Vice President

September 25, 2024  
Date of MERS' Signature

Deborah Ramirez (Seal)  
[FIRST WITNESS]-Witness

Toni Finch (Seal)  
[SECOND WITNESS]-Witness

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

State of \_\_\_\_\_  
[MERS Acknowledgment]

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
Justin Simensky, Vice President, on behalf of Mortgage Electronic Registration Systems, Inc as nominee  
for CalCon Mutual Mortgage LLC dba One Trust Home Loans.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary – Printed name

My commission expires: \_\_\_\_\_

**\*\*See Attached California Compliant Certificate\*\***



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On September 25, 2024 before me, Michele Archuleta, Notary Public  
(insert name and title of the officer)

personally appeared Justin Simensky  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

