

2024-010543

Klamath County, Oregon

12/06/2024 08:31:02 AM

Fee: \$122.00

When recorded mail to:

TIMIOS

5716 CORSA AVE, SUITE 102

WESTLAKE VILLAGE, CA 91362

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Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: NOVEMBER 7, 2024

Grantor: BRANDON HARTLEY

Grantor Mailing Address: 3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603

Grantee: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA

**Grantee Mailing Address: 8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256**

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Reference Instrument: 2016-009503 Book: Page:

||||0504548265

This Document Prepared By:
BRANKA JOVANOVIC-FETAHOVIC
FLAGSTAR BANK, N.A.
8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
TIMIOS
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WESTLAKE VILLAGE, CA 91362

Tax/Parcel #: R-3909-012BC-11200-000

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Original Principal Amount: \$160,244.00 **FHA\VA Case No.:703 431-6347632**
Unpaid Principal Amount: \$128,799.87 **Loan No: 0504548265**
New Principal Amount: \$140,707.64
New Money (Cap): \$11,907.77

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 7TH day of NOVEMBER, 2024, between **BRANDON HARTLEY** ("Borrower"), whose address is **3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA**

("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 1, 2016** and recorded on **SEPTEMBER 7, 2016** in **INSTRUMENT NO. 2016-009503**, 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

3522 CORONADO WAY, KLAMATH FALLS, OREGON 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, **NOVEMBER 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$140,707.64**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$11,907.77**.
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 **7.3750%**, from **NOVEMBER 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 912.98**, beginning on the **1ST** day of **DECEMBER, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2064** (the "Maturity Date"), the 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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 as 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.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

BRANDON HARTLEY

11/14/2024

Borrower: **BRANDON HARTLEY**

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

OM

STATE OF ~~WASHINGTON~~ **Washington**
COUNTY OF ~~SPRING~~ **KING**

This instrument was acknowledged before me on **11/14/2024** (date) by
BRANDON HARTLEY (name(s) of person(s)).

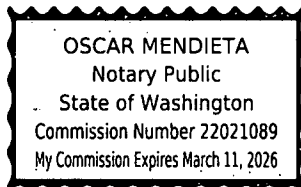
☒ This notarial act involved the use of communication technology.

Oscar Mendieta
Signed with **Stavvy**

Notary Public (signature)

Notary Printed Name: **Oscar Mendieta**

My commission expires: **3/11/2026**



Notarized remotely via audio/video communication using Stavvy

In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA

Sharon Denese Smith
Signed with Stavvy

11/15/2024

By **Sharon Denese Smith** (print name)
(title)

Date

Asset Administration Escalations Specialist

[Space Below This Line for Acknowledgments]

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 **Florida**)
County of **Clay**)

On **11/15/2024** before me **Christy Joy Cardona** Notary Public, personally appeared **Sharon Denese Smith**, 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~~ **Florida** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature **Christy Joy Cardona**
Signed with Stavvy
Signature of Notary Public

(Seal)

CHRISTY JOY CARDONA
Notary Public State of Florida
Commission Number HH 110558
My Commission Expires July 10, 2025

Notarized remotely via audio/video communication using Stavvy

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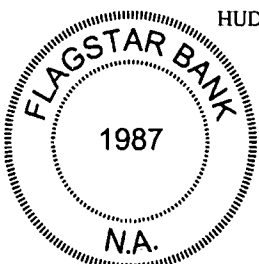


EXHIBIT A

BORROWER(S): BRANDON HARTLEY

LOAN NUMBER: 0504548265

LEGAL DESCRIPTION:

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

LOT 22 IN BLOCK 5 OF TRACT NO. 1037, FIFTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON

ALSO KNOWN AS: 3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603

Date: **NOVEMBER 7, 2024**

Loan Number: **0504548265**

Lender: **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT
UNDER LIMITED POA**

Borrower: **BRANDON HARTLEY**

Property Address: **3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

BRANDON HARTLEY
Signed with **Stavvy**

11/14/2024

Borrower
BRANDON HARTLEY

Date

Date: **NOVEMBER 7, 2024**

Loan Number: **0504548265**

Lender: **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA**

Borrower: **BRANDON HARTLEY**

Property Address: **3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the replacement or correction of, any lost, misplaced, misstated or inaccurate document(s) or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

BRANDON HARTLEY
Signed with Stampy

11/14/2024

BRANDON HARTLEY

Date