

2025-006046

Klamath County, Oregon

07/15/2025 09:07:01 AM

Fee: \$137.00

**When recorded, return to:
First American Mortgage Solutions
c/o New American Funding Post Closing
1795 International Way
Idaho Falls, ID 83402**

**This document was prepared by:
New American Funding, LLC
14511 Myford Road, Suite 100
Tustin, CA 92780
949-561-1280**

APN #: 2310-036C0-10200

LOAN NO.: 1001381295

MIN# : 1003763-0304383297-3

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **3rd** day of **July, 2025**,
between **Seth Williams , Single Man**

("Borrower") and **New American Funding, LLC, a Limited Liability Company**

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements

LOAN MODIFICATION AGREEMENT – Single Family – Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 01/09) – All states except CA, DE, IN, KY, MI, NC, NM, OH, WI
ICE Mortgage Technology, Inc. Page 1 of 5

L00000CMM 0218
L00000CMM (CLS)

LOAN #: 1001381295

(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 14, 2024 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber

at page(s) as Instrument No. 2283908

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 **11857 Beechwood Dr, La Pine, OR 97739**

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 2310-036C0-10200

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 **July 3, 2025**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$210,550.00**, 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 **7.375 %**, from **July 3, 2025**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,454.22**, beginning on the **1st** day of **September, 2025**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.375 %** will remain in effect until principal and interest are paid in full. If on **August 1, 2055** (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

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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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

**SEE "LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM" ATTACHED
HERETO, AND MADE A PART HEREOF.**

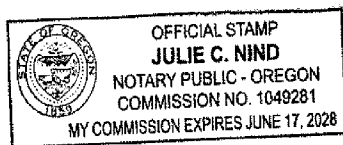
LOAN #: 1001381295

LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

Seth Williams 07/03/2025 (Seal)
SETH WILLIAMS DATE

State of OREGON
County of KLAMATH

This record was acknowledged before me on July 03, 2025 (date)
by SETH WILLIAMS.



Julie C. Nind
Notary Public, State of OREGON

LOAN #: 1001381295

LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

LENDER: New American Funding, LLC

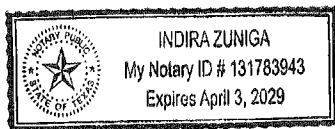
Carlos Zuniga [Signature] 7.3.2025
LENDER REPRESENTATIVE DATE

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

Carlos Zuniga [Signature] 7.3.2025
LENDER REPRESENTATIVE DATE

Texas
State of ~~OREGON~~
County of ~~KLAMATH~~ Dallas

This record was acknowledged before me on July 3rd 2025 (date)
by ~~SETH WILLIAMS~~ Carlos Zuniga



[Signature]
Notary Public, State of Texas

This document was prepared by:
New American Funding, LLC
14511 Myford Road, Suite 100
Tustin, CA 92780
LOAN #: 1001381295

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF OR

COUNTY OF Klamath

This Manufactured Home Affidavit of Affixation is made this 3rd day of July, 2025 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to **New American Funding, LLC, a Limited Liability Company**

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New X Used _____ Year 2024 Length 66 Width 14

Manufacturer/Make Golden West/Golden West

Model Name or Model No. Tempo Good Vibrations

Serial No. TBD

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) TBD

Certificate of Title Number TBD

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
11857 Beechwood Dr, La Pine

Klamath, OR 97739

(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS "EXHIBIT A".**

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immovable fixture and a permanent improvement to the Land.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

10. The Home is subject to the following security interests (each, a "Security Interest"):

New American Funding, LLC

Name of Lienholder

Name of Lienholder

Address:

**14511 Myford Road #100
Tustin, CA 92780**

Address:

Original Principal

Amount Secured: **\$ 210,550.00**

Original Principal

Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- ☐ A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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- ☐ B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- ☒ C. The manufacturer's certificate of origin and/or certificate of title to the Home ☒ shall be ☐ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

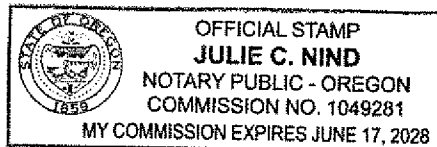
Seth Williams
SETH WILLIAMS

07/03/2025 (Seal)
DATE

State of Oregon
County of KLAMATH

Signed and sworn to (or affirmed) before me on July 03, 2025 (date) by
SETH WILLIAMS.

Julie C. Nind
Notary Public,
State of Oregon



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immovable fixture and not as personal property.

New American Funding, LLC, a Limited Liability Company

Lender

Robert Hailey

Carlos Zuniga

By: Lender Representative

[Signature]

Texas
State of ~~Oregon~~
County of ~~KLAMATH~~ *Dallas*

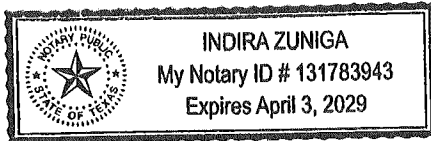
Signed and sworn to (or affirmed) before me on 7/3/25 (date) by
~~ROBERT HAILEY OF NEW AMERICAN FUNDING, LLC.~~

Carlos Zuniga

Notary Public

State of

Texas



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2283908

Lot 2, Block 7, Sun Forest Estates, Tract 1060, according to the official plat thereof on file in the office of the
County Clerk, Klamath County, Oregon.