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THIS DOCUMENT MUST BE SIGNED IN BLACK INK

'93 APR 5 AM 11 26

FNMA

Loan #421970-5

#1360194894

Vol. m93 Page 6824

Return: Empire of America
Realty Credit Corp.
Two Empire Plaza
100 Seneca St.
Buffalo, New York 14203

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This LOAN MODIFICATION AGREEMENT ("Agreement"), made this 5TH day of MARCH, 1993, between HOWARD C. WALKER and RUTH ANN WALKER, HUSBAND AND WIFE ("Borrower") and

EMPIRE OF AMERICA REALTY CREDIT CORP. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MARCH 24, 1992 and recorded in Book or Liber M92, at page(s) 7012, of the MORTGAGE Records of KLAMATH COUNTY, OREGON

[Name of Records]

[County and State, or other Jurisdiction]

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

115 MOUNTAIN VIEW BOULEVARD
KLAMATH FALLS, OREGON 97601

[Property Address]

the real property described being set forth as follows:

A PORTION OF LOTS 3 THROUGH 8, BLOCK 12 OF MOUNTAIN VIEW ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 12, OF MOUNTAIN VIEW ADDITION; THENCE WEST ALONG THE SOUTH BOUNDARY OF LOTS 3, 4, 5, 6, 7 AND 8, A DISTANCE OF 125.23 FEET; THENCE NORTH 44°43' EAST A DISTANCE OF 154.80 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF BLOCK 12; THENCE EAST ALONG THE NORTH BOUNDARY OF BLOCK 12, A DISTANCE OF 16.30 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 110.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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 MAY 1, 1993 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$39,454.89, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.875%, from MAY 1, 1993. The Borrower promises to make monthly payments of principal and interest of U.S. \$288.76, beginning on the 1ST day of JUNE, 1993, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2022 (the "Maturity Date"), the Borrower still owes amounts under the Notes and the Security Instrument, is amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 100 Seneca Street, Buffalo, NY 14203 or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

EMPIRE OF AMERICA REALTY CREDIT CORP. (Seal)
- Lender

By: Michael T. Stilb

MICHAEL T. STILB
VICE PRESIDENT

- Lender

- Witness

X Howard C. Walker (Seal)
HOWARD C. WALKER - Borrower

X Ruth Ann Walker (Seal)
RUTH ANN WALKER - Borrower

(Seal)

- Witness

- Witness

[Space Below This Line For Acknowledgments]

ACKNOWLEDGMENT (BORROWER)

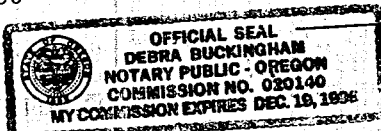
STATE OF Oregon
COUNTY OF Klamath

SS.:

On this 10th day of March, 1993, before me personally came HOWARD C. WALKER AND RUTH ANN WALKER to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

Debra Buckingham
Notary Public
(Seal, Stamp and Expiration)

Commission Expires 12-19-96



Witness

ACKNOWLEDGEMENT (LENDER)

STATE OF NEW YORK

SS.:

COUNTY OF ERIE

On this 19th day of March, 1993, before me personally came Michael T. Stilb to me known and known to me duly sworn, did depose and state that he resides at 3937 Baker Road Orchard Park, NY 14127 that he is the Vice President of EMPIRE OF AMERICA REALTY CREDIT CORP. the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Debra Buckingham
Notary Public

LOAN 421970-5

DRAFTED BY: BARBARA J. LENTSCH
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Empire of America the 5th day
of April A.D., 19 93 at 11:26 o'clock A M., and duly recorded in Vol. M93
on Page 6824
of Mortgages
By Evelyn Biehn - County Clerk
By Pauline Mushindara

FEE \$15.00