

57521

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PLEASE RECORD & RETURN TO:
HOPE MYERS
FLEET MORTGAGE GROUP
POST OFFICE BOX 100537, 324 W EVANS STREET
FLORENCE SC 29501-0537
ATTN: SPECIAL LOANS

PREPARED BY: HOPE MYERS

FFC# 54119877
FNMA# 1664206793

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7TH day of NOVEMBER, 1997, between GEORGE J. RISTE ("Borrower") and FLEET NATIONAL BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated APRIL 24, 1995, and recorded in Book or Liber VOL 195, page(s) 10518, of the PUBLIC Records of KLAMATH COUNTY, OREGON, at [Name of Record] [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 4437 LOWARD DR., KLAMATH FALLS, OR 97603, [Property Address] the real property described being set forth as follows:

LOT 12, BLOCK 9, FIRST ADDITION TO CYPRESS VILLA, IN THE COUNTY OF KLAMATH, STATE OF OREGON
CODE 41 MAP 3909 12CC TL 7900

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 JANUARY 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 118,229.99, 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 8.00%, from JANUARY 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 886.72, beginning on the FIRST day of FEBRUARY, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2005 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 324 W. EVANS ST., FLORENCE, SC 29501 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.

FLEET NATIONAL BANK

(Seal)
Lender

GEORGE J. RISTE

GEORGE J. RISTE

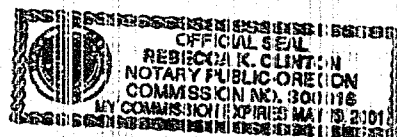
(Seal)
BorrowerBy: Jacqueline A. Sadler
MORTGAGE OFFICER(Seal)
Borrower

(Space Below This Line For Acknowledgments)

STATE OF OREGONCOUNTY OF KLAMATHMORTGAGORS NOTARIZATION

On NOVEMBER 7, 1997, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the above named (Mortgagor): GEORGE J. RISTE GEORGE J. RISTE and acknowledged the foregoing instrument to be his/her/their free act and deed.

SEAL

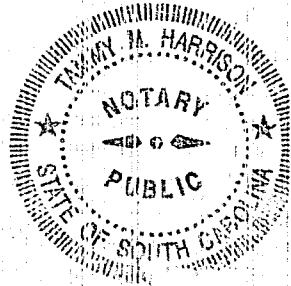


Rebecca Clinton
NOTARY PUBLIC
My Commission Expires: 5/19/01

STATE OF SOUTH CAROLINACOUNTY OF FLORENCELENDERS NOTARIZATION

On NOVEMBER 10, 1997, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JACQUILINE A. SADLER as MORTGAGE OFFICER of FLEET NATIONAL BANK and she acknowledged that the foregoing instrument was executed for the purposes therein expressed.

SEAL



Tammy M. Harrison
TAMMY M. HARRISON
NOTARY PUBLIC
My Commission Expires:
My Commission Expires March 13, 2000

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Fleet Mortgage Group the 4th day of May A.D. 19 98 at 2:30 o'clock P.M., and duly recorded in Vol. M98 of Mortgages on Page 14918

FEE \$15.00

By Bernetha G. Letsch, County Clerk