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AFTER RECORDING MAIL TO: TEMPLE-INLAND MORTGAGE CORP. PO BOX 40

AUSTIN, TX 78767 ATTN.: Ernest Escamilla

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#1020141/Clark

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of April, 1999, between Grover Charles Ctark, Jr and Danya Lynn Clark ("Borrowers") and FNMA by TEMPLE-INLAND MORTGAGE CORPORATION, It's Attorney in Fact, P.O. BOX 40, AUSTIN TEXAS 78767 (Lender) amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated February 3, 1997 and recorded as Instrument No. M97, page 4171 of the Microfilm 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 728 Friendship Drive, Chilequin, Oregon 97624, the real property described being set forth as follows:

LOT 11, BLOCK 7, TRACT NO. 1019, WINEMA PENINSULA - UNIT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF 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 Note or Security Instrument):

- As of April 19, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is US \$83,533.54 consisting of the amount(s) loaned to the Borrower by the Lender.
- 2. The Borrowers promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 8.375%, from April 1, 1999, and Borrowers promise to pay in monthly payments of principal and inter 1t, the amount of \$645.84 beginning on the first day of May 1999 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2027 (the "Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, the Borrower shall pay these amounts in full on the Maturity Date.

The Borrowers will make such payments at Temple-Inland Mortgage Corporation, PO Box 78833, Phoenix, AZ 85062-8833 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 of the Borrower is sold or transferred and the Borrower is not a natural person)

without the Lender's prior written consent, the Lender may, as it's option, require immediate payment in full of all sums secured by this Security Instrument.

4. If the Lender exercises this option, the Lender shall give the Borrowers 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 Borrowers must pay all sums secured by this Security Instrument. If the Borrowers fail 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.

The Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrowers' covenants and agreements to make all other 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 the 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.
- 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 Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this Agreement.

Temple-Inland Mortgage Corporation

Bettie Lawson

Assistant Vice President

**BORROWERS:** 

## [Space Below This Line For Acknowledgment]

STATE OF OREGON } COUNTY OF KLAMATH }ss.
On Horit 93 1999, before me, Juny Young, a Notary Public in and for said County and State, personally appeared Grover Charles Clark, Jr. and Danya Lynn Clark personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalt of which the persons acted, executed the instrument.
WITNESS my hand and official seal  OFFICIAL SEAL JUDY YOUNG NOTARY PUBLIC-OREGON COMMISSION NO. 315032 WY COMMISSION EPIRES AUG. 2, 2002
Signature Judy Jourg
STATE OF TEXAS § COUNTY OF TRAVIS §
on April 27,1999, before me, April . Scuell, a Notary Public in and for said County and State, personally appeared Bettie N. Lawson, Assistant Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal  ANY L SEWELL MY COMMISSION EXPIRES Jane 29, 2002
Signature Many N' Silver

State of Oregon, County of Klamath Recorded May 7, 1999, at 3:29017 at the referenced page, Vol. M99. Linda Smith, County Clerk Fee \$ 20 -