

ORIGINAL

Vol M00 Page 2580⁷

200 JAN 25 PM 3: 25

Record & Return to:
CENDANT MORTGAGE CORP.
6000 Atrium Way
PO Box 5449
Mt. Laurel, NJ 08054-9251
Attn: Document Control

[Space Above This Line For Recording Data]

Registration #: 1585504

FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 26 day of AUGUST, 1999, between GRANT C. HAIGH JR, KRYSTI A. HAIGH ("Borrower"), whose address is 8080 ELLIOT ROAD KLAMATH FALLS, OR 97603 and U.S. Bank National Association ("Lender"), whose address is 3000 LEADENHALL RD MT. LAUREL, NJ 08054 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated 12/01/98 and recorded on 12/8/98 Inst #: 91014 in Book - m98, page 44736 of the _____, (Name of Records)

Records of KLAMATH OR (County and State, or other Jurisdiction), and (2) the Note, Adjustable Rate Rider, and "Rider to Note for Construction Phase" 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 8080 ELLIOT ROAD KLAMATH FALLS, OR 97603 (Property Address) the real property described being set forth as follow:

SEE LEGAL ATTACHED

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 (U.S. \$195,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01ST 2029.

1. BORROWER'S PROMISE TO PAY:

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

Paragraph 3 of the Note is amended and supplemented as follows:

PAYMENTS

Paragraph 2 of the Rider to Note for Construction Phase is amended and supplemented as follows:

2. INTEREST:

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Rider to Note for Construction Phase, Security Instrument, and/or Adjustable Rate Rider. 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.

----- [Space Below This Line For Acknowledgment] -----

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OR :

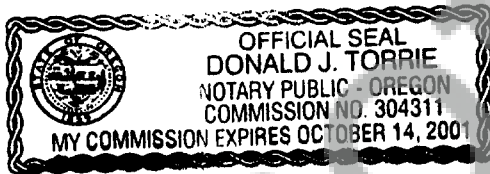
: ss.

COUNTY OF KLAMATH :

BE IT REMEMBERED, That on this 8 day of SEPT. in the year 1999 before me, the subscriber, a Notary Public of KLAMATH FALLS, OR personally appeared GRANT C. HAIGH JR, KRYSTI A. HAIGH who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn to and Subscribed
before me on this

Donald J. Torrie 8 day of SEPT, 1999
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

ON 9/10/99, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Donald J. Casey and Susan Cardillo personally known to me or proved to me on the basis of satisfactory evidence to the Vice President and Assistant Secretary of the CORPORATION that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

Mary Kay Atchison
Notary Public

Mary Kay Atchison
Notary Public of New Jersey
My Commission Expires October 7, 2003

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the following described property lying East of center line of irrigation ditch as presently located:

A parcel of land situated in the SE1/4 SW1/4 of Section 7 and the NE1/4 NW1/4 of Section 18, all in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point in Section 18, from which the east one-quarter corner of said Section 18 bears South 54 degrees 24' 25" East, 4,271.20 feet distant, said point being the intersection of the Northeastly right of way line of the Klamath Falls-Malin Highway (Oregon Highway #39) with an existing fence line, said point also being the Northwest corner of property described in Deed from Joseph R. Cook, et al. to Monte J. Brolier in Microfilm Records M74, page 8982, thence North 89 degrees 22' 48" East along said fence line, 792.30 feet to a point on the North-south center of section line of said Section 18, said point also being the Northeast corner of property described in Deed M74, page 8982, thence North 00 degrees 23' 45" West along said center of section line 175 feet, more or less, to the North one-quarter corner of said Section 18; thence North along the center of section line of said Section 7, 1,302 feet, more or less to a point on the Southerly right of way line of Elliott Road; thence West along said right of way line 1,320 feet, more or less, to the West line of the SE1/4 SW1/4 of said Section 7; thence South along said West line to a point where said West line intersects the Northeastly right of way line of said Oregon Highway #39; thence South 33 degrees 27' 04" East along said right of way line to the point of beginning.

State of Oregon, County of Klamath
Recorded 1/25/00, at 3:05 p.m.
In Vol. M00 Page 2580
Linda Smith,
County Clerk Fee \$ 36.00