

01 APR 16 AM 10:14

**Record and Return to**

pk  
Cendant Mortgage Corporation  
3000 Leadenhall Road  
P.O. Box 5449  
Mt. Laurel, NJ 08054

[Space Above This Line For Recording Data]

Registration #: 0010409258

**FIXED RATE LOAN MODIFICATION AGREEMENT**

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 07 day of MARCH, 2001, between CHARLES T. EBNER ("Borrower"), whose address is 9010 ARANT ROAD KLAMATH FALLS, OR 97603 and CENDANT MORTGAGE CORPORATION ("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 3/31/00 and recorded on 3-31-00 in VOL. M00, pg 10562 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 9010 ARANT ROAD KLAMATH FALLS, OR 97603 (Property Address) the real property described being set forth as follow:

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 FORTY FIVE THOUSAND NINETY FOUR AND 00/100 (U.S. \$145,094.00). 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 2030.

ORIGINAL

Paragraph 1 of the Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$145,094.00 (this amount is called "principal"), plus interest, to the order of the Lender.

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

2. **INTEREST**

I will pay interest at a yearly rate of 8.50000%.

Paragraph 3 of the Note is amended and supplemented as follows: *\* See my note on back of pg. 3. I do not agree with the interest rate, it is not the rate I was quoted.*

**PAYMENTS**

I will make my monthly payments on the 01st day of each on the beginning on OCTOBER 01ST 2000. If on, SEPTEMBER 01ST 2030 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

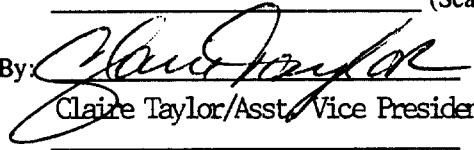
My monthly payment will be in the amount of U.S. \$1,115.65.

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

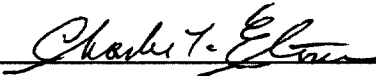
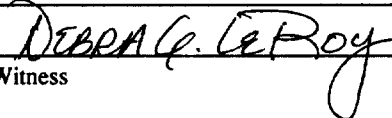
2. **INTEREST:**

During the first \_\_\_\_\_ month(s) of the loan, interest will be charged on unpaid principal. I will be charged interest only, at the initial rate of Prime + 1 percent per annum on the monies advanced.

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.

By: \_\_\_\_\_ (Seal)  
  
 Claire Taylor/Asst. Vice President

  
 Amy Hepscher/Asst. Secretary

  
 CHARLES T. EBNER (Seal)  
 (Borrower)  
 \_\_\_\_\_ (Seal)  
 (Borrower)  
 \_\_\_\_\_ (Seal)  
 (Borrower)  
 \_\_\_\_\_ (Seal)  
 (Borrower)  
  
 Witness

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**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF OR :  
 : ss.  
 COUNTY OF KLAMATH :

BE IT REMEMBERED, That on this 12<sup>th</sup> day of March in the year 2001 before me, the subscriber, a Notary Public of Oregon personally appeared CHARLES T. EBNER 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 12<sup>th</sup> day of March, 2001.

Sandra Handsaker  
 Notary Public

**CORPORATE ACKNOWLEDGEMENT**

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

ON March 16, 2001, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Claire Taylor and Amy Hepscher 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.

Kathleen K. DiBenedetto  
 Notary Public

KATHLEEN K. DIBENEDETTO  
 Notary Public of New Jersey  
 Commission Expires 11/7/2002

FIXED RATE CONSTRUCTION LOAN MODIFICATION AGREEMENT (10/96)  
 (FRLM) 7/98

(page 3 of 3)

State of Oregon, County of Klamath  
 Recorded 04/13/01, at 10:14 a.m.  
 In Vol. M01 Page 15553  
Linda Smith,  
 County Clerk Fee\$ 31.00