

**AFTER RECORDING MAIL TO:**

**Name:** First American Title  
**Address:** 3 First American Way  
**City / State:** Santa Ana, California 92707

**FATCO# 575149**

**Document Title(s):** (or transactions contained therein)

1. Loan Modification Agreement
- 2.
- 3.
- 4.



*First American Title  
Insurance Company*

*(this space for title company use only)*

**Reference number(s) of Documents assigned or released:**  
**M98-3659**

Additional numbers on page one of document

**Grantor(s):** (Last name first, then first name and initials)

1. Harrington, Gene D.
2. Harrington, Anita M.
- 3.
- 4.
- 5.

Additional numbers on page one of document

**Grantee(s):** (Last name first, then first name and initials)

1. Washington Mutual Bank
- 2.
- 3.
- 4.
- 5.

Additional numbers on page one of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

Complete legal description is in **Exhibit "A"** of document

Lot 6, Yalta Gardens, according to the official, plat thereof on file in the office of the county clerk of Klamath County, Oregon.

**Assessor's Property Tax Parcel/Account Number(s)**

**NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.**

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS  
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

4/6

After Recording Return To:

Washington Mutual Bank  
 Residential Loss Mitigation  
 Sharon Davis  
 Mail Stop: N 01 02 01  
 9451 Corbin Avenue  
 Northridge, CA 91324

THIS INSTRUMENT FILED FOR RECORD BY  
 FIRST AMERICAN TITLE INSURANCE COMPANY AS AN  
 ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS FOR RECORDING USE ONLY  
 TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

FNMA Loan #: 1667057156

WMB Loan #: 0008377905

This Loan Modification Agreement ("Agreement"), made this 2nd day of April, 2001, between Gene D. Harrington, Jr. and Anita M. Harrington ("Borrowers") and Washington Mutual Bank, F.A., ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 26, 1998, and recorded on February 5, 1998, as Instrument Number M98-3659, of the Official 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 1839 Wiard Street, Klamath Falls, Oregon 97603, the real property described being set forth as follows:

"See Attached Legal Description"

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 April 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$45,492.47, consisting of the amount(s) loaned to the Borrowers by the Lender and any interest capitalized to date.
2. The Borrowers promise 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 7.500% from March 1, 2001. The Borrowers promise to make monthly payments of principal and interest of U.S. \$328.19, beginning on the 1st day of April, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. In addition to the monthly principal and interest payment the Borrower will be required to make monthly impound payments in the initial amount of U.S. \$78.41, for a total monthly installment of U.S. \$406.60. If on February 1, 2028, (the "Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, as amended by this Agreement the Borrowers will pay these amounts in full on the Maturity Date.

The Borrowers will make such payments at P.O. Box 1093, Northridge, CA 91328-1093, 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 Borrowers are sold or transferred and the Borrowers are 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 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 Borrowers.

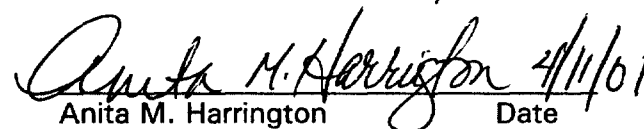
4. The Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that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

**\* ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC \***

BORROWER:

  
Gene D. Harrington, Jr.

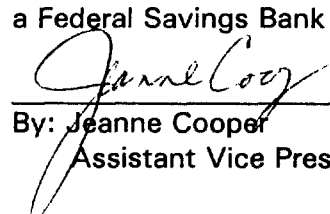
Date

  
Anita M. Harrington

Date

LENDER:

Washington Mutual Bank,  
successor by corporate merger to  
Great Western Bank,  
a Federal Savings Bank

  
By: Jeanne Cooper

Assistant Vice President

Date

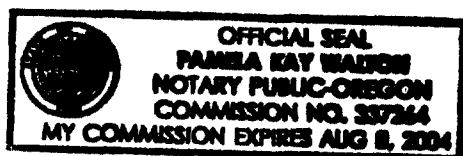
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Oregon }  
 County of Klamath } ss.

On April 11, 2001, before me, Pamela Walton PFR,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Anita Harrington & Gene Harrington,  
Name(s) of Signer(s)

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Pamela Kay Walton  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
 Top of thumb here

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On

4/19/01

Date

before me,

Julie Henderson, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jeanne Cooper AVP

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence


to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Julie Henderson  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

20809

LEGAL DESCRIPTION

LOT 6, YALTA GARDENS, ACCORDING TO THE OFFICIAL, PLAT THEREOF ON FILE IN THE  
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

State of Oregon, County of Klamath

Recorded 05/07/01, at 1:33 a m.

In Vol. M01 Page 20804

*Linda Smith,*

County Clerk Fee \$ 46<sup>00</sup>