

When recorded mail to:  
CTX MORTGAGE COMPANY  
3100 McKinnon - 2nd Floor  
Dallas, Texas 75201  
Attn: Irene Cantrell

State of Oregon, County of Klamath  
Recorded 12/04/01 3:21 p. m.  
Vol M01, Pg 61986-90  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

'01 DEC 4 PM 3:21

mtc 55804 - TA  
**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of November, 2001, between HENRY MILNER and LINDA L. MILNER, Husband and Wife

CTX MORTGAGE COMPANY, LLC, a Delaware LLC, successor to CTX MORTGAGE COMPANY ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 7, 2001 and recorded in Book or Liber M01, at page(s) 51098, of the [Name of Records] Records of [County and State, or other Jurisdiction] 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 10415 Stagecoach Place Keno, OR 97627 [Property Address]

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0005)

Form 3179 1/01

Page 1 of 4

Initials: LM

VMP MORTGAGE FORMS - (800)521-7291



41 A

the real property described being set forth as follows:

Lot 7 in Block 1 of KLAMATH RIVER ACRES, 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):

1. As of November 20, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 94,500.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375%, from November 20, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$ 589.56, beginning on the 1st day of January, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2031 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 2828 N. Harwood, 14th Floor,  
Dallas, TX 75201  
or at such other place as Lender may require.

Initials: JD LM

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

61989

Henry Milner (Seal)  
HENRY MILNER -Borrower

Linda L. Milner (Seal)  
LINDA L. MILNER -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

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\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

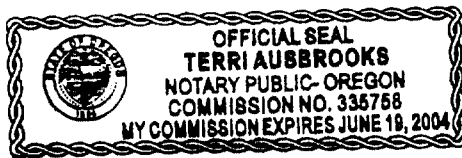
\_\_\_\_ (Seal)  
CTX MORTGAGE COMPANY, LLC, a Delaware  
LLC, successor to CTX MORTGAGE COMPANY -Lender  
By: Doree Cantrell

\_\_\_\_ [Acknowledgments To Be Attached] \_\_\_\_

## (NOTARY ACKNOWLEDGMENT)

STATE OF Oregon §  
 COUNTY OF Klamath §

This instrument was acknowledged before me on the 21st day of November, 2001, by Henry Milner and Lenda L. Milner

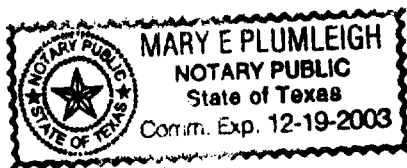


[Signature]  
 Notary Public, State of Oregon  
 Name of Notary typed or printed:  
TERRI AUSBROOKS  
 My Commission Expires: 6-19-04

## (CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS §  
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19th day of November, 2001, by IRENE CANTRELL Document  
 Signor of CTX MORTGAGE COMPANY, LLC, a DELAWARE corporation, on behalf of said corporation.



[Signature]  
 Notary Public, State of Texas  
 Name of Notary typed or printed:  
Mary E. Plumleigh  
 My Commission Expires: 12-19-03