

'01 DEC 19 PM3:17

mtc 93843 - LB

Vol M01 Page 64975

## RECORDING COVER SHEET

### ALL TRANSACTIONS, PER ORS 205.234

*THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.*

#### AFTER RECORDING RETURN TO

*name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.*

Columbia River Bank Mortgage Group  
1701 NE 3rd Street Ste. B  
Bend, OR 97701

State of Oregon, County of Klamath  
Recorded 12/19/01 3:17 p m.  
Vol M01, Pg 64975-80  
Linda Smith, County Clerk  
Fec \$ 46.00 # of Pgs 6

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a).  
*Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."*

Modification of Mortgage

2. **DIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(b) or **GRANTOR**, as described in ORS 205.160.

Dan R. Turner

3. **INDIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(a) or **GRANTEE**, as described in ORS 205.160.

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

6. **FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or WARRANT**, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

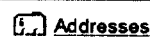
7. **THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED**, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

46.00 m

64976

Yahoo! Mail for danrturner@yahoo.com

Yahoo! - My Yahoo! Options - Sign Out - Help



Attachment View – Powered by Outside In HTML Export

[Back to Message](#)

Date December 7, 2001

4001733280      Number/FHA/VA/Case No.

Dan R. Turner      **Mortgagor (or Trustor)**

5711 Upland, Klamath Falls, Or 97603

Property Address

**Fannie Mae**

**Modification or Extension of Mortgage**

**To: Federal National Mortgage**

**Association**

**or Government National**

**Mortgage Association**

The Trustor or Mortgagor identified above (hereinafter referred to as the “Mortgagor”)

Does hereby apply for a Modification of the payment provisions of the

(“Modification” or “Extension”)

above-numbered account covering an indebtedness owing from the Mortgagor to

[http://us.f107.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=4061\\_319904\\_461\\_1074\\_12307...](http://us.f107.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=4061_319904_461_1074_12307...) 12/8/01

64977

Federal National Mortgage Association (hereinafter referred to as the  
("Mortgage"), evidenced by a note (or bond) and secured by a real property mortgage  
(or trust deed) (said note or bond and real property mortgage or trust deed are hereinafter  
referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said  
Mortgage, recorded in the public records in the County of Klamath,  
State of Oregon, in \_\_\_\_\_ book, MOI,  
Page 23856, or document or file number \_\_\_\_\_.

(2) Under the terms of said Mortgage, there remains unpaid as of the first day of  
the Month in which this Agreement is made, the sum of \$93,000.00, for principal,  
\$ N/A for interest thereon, \$ N/A, for advances made by the  
Mortgagee thereunder, and \$ N/A for interest on such advances, aggregating  
The total sum of \$ 93,000.00, for which the amount the Mortgagor is  
indebted to the Mortgagee under said Mortgage, which is valid lien, to which Mortgagor  
has no defenses, off-set or counterclaims.

3. Mortgagor hereby deposits with the Mortgage the sum of \$ N/A, which is to be applied upon the present  
balance due on the principal of said Mortgage,

(including advances, if any), and the sum of \$ N/A which is to be applied upon the delinquent interest due upon  
said principal (and advances, if any); application of said deposited amounts is to be made as of the effective date of this  
modification or extension, which if not executed by Mortgagee, shall be returned to the Mortgagor.

4. Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of said indebtedness by  
providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits  
aforementioned have been applied thereto), as follows: Said total balance of

\$ 93,000.00 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance, in  
equal monthly installments of

\$ 662.17 (exclusive of sums required to be deposited for the payment of taxes, insurance, etc.), the first of said  
installments shall become due and payable on

the day of February 1st, 2002, and the remaining installments, successively, on the day of each and every  
month thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment of

64978

principal and interest shall be due and payable on the day of

May 1, 2031, which is the present or extended maturity date.

5. Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands that:
- a. All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.
  - b. All covenants, agreements, stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation by law. Also, all rights or recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage, are expressly reserved by the Mortgagee.
  - c. All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgager and shall be secured by said Mortgage.
  - d. Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purpose of inducing and influencing the Mortgagee to execute this

Agreement, the undersigned represents of his or her own knowledge that the names

of all owners or other persons having an interest in the mortgaged property are as

follows

Name:

Dan R. Turner

All such persons are of legal age, and none is under any legal disability, except as follows:

64979

Dan R. Turner (SEAL)

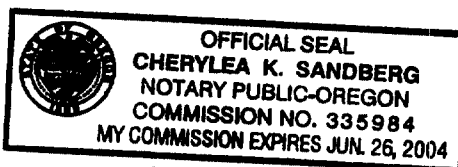
Dan R. Turner

\_\_\_\_\_ (SEAL)

## \* Mortgagor Acknowledgement

STATE OF OregonCOUNTY OF KlamathOn this 10 day of December, 2000, before me

Cherylea K. Sandberg  
Dan R. Turner, a notary public, personally appeared Dan Turner, personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that \_\_\_\_\_ executed the same.

Notary Public in and for the State of OregonResiding at 801 Main St  
Klamath Falls, OR 97601My commission expires 6-26-04

Cherylea K. Sandberg

Agreed to by:

By Jerry A. Reed  
Jerry A. Reed, Vice President, Columbia River Bank Mortgage Group

Date 12/13, 2001.

64980

STATE OF OREGON

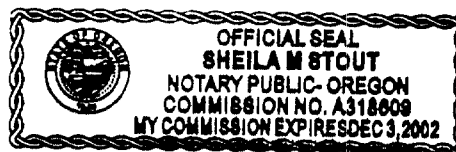
COUNTY OF DESCHUTES

On this 13 day of December, 2001, before me

Sheila M. Stout, a notary public, personally appeared  
Jerry A. Reed, personally known to me to be the person(s) whose name(s) is (are)  
subscribed to this instrument, and acknowledged that He executed the same.

Sheila M. Stout  
Notary Public in and for the State of Oregon

Residing at Bend

My commission expires 12/3/02

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage by the Mortgagee under said Agreement.

\*Witnessed By: