

K56941

Vol M01 Page 67384

State of Oregon, County of Klamath
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Vol M01, Pg 67384-87
Linda Smith, County Clerk
Fee \$ 4/6 # of Pgs 6

'01 DEC 31 PM3:49

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of December, 2001, between JAMES R. STROH, a married man, as his sole and separate property

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 MAY 29, 2001 and recorded in Book or Liber M01, at page(s) 26887, of the MORTGAGE Records of Klamath County, Oregon [Name of Records] [County and State, or other Jurisdiction] 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 242 West Oregon Avenue Klamath Falls, OR 97601 [Property Address]

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0005)

Form 3179 1/01

Page 1 of 4

Initials: JS

VMP MORTGAGE FORMS - (800)521-7291



K461

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

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 December 27, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 84,375.00, 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 7.500 %, from December 27, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$ 589.97, beginning on the 1st day of February, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2032 (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.

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.

67387

James R. Stroh
JAMES R. STROH

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
CTX MORTGAGE COMPANY, LLC, a Delaware
LLC, successor to CTX MORTGAGE COMPANY -Lender
By: *Doreen Carville*

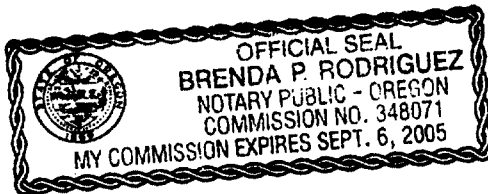
[Acknowledgments To Be Attached]

(NOTARY ACKNOWLEDGMENT)

67388

STATE OF Oregon §
COUNTY OF Clatsop §

This instrument was acknowledged before me on the 28 day of December, 2001, by James N. Stron

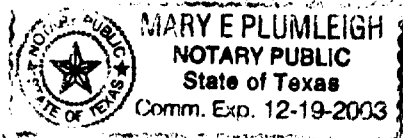


Brenda P. Rodriguez
Notary Public, State of Oregon
Name of Notary typed or printed:
Brenda P. Rodriguez
My Commission Expires: 9-6-05

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of December, 2001, by IRENE CANTRELL Document
Signor of CTX MORTGAGE COMPANY, LLC, a DELAWARE corporation, on behalf of said corporation.



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

EXHIBIT "A"

PARCEL 1:

A parcel of land situated in Lots 6 and 7, Block 48, "BUENA VISTA" more particularly described as follows:

Beginning at a ½" iron pin on the Easterly line of said Lot 6 from which the most Southerly corner of said Lot 6 bears S 47° 59' 30" W 59.28 feet; thence, from said point of beginning N 47° 59' 30" E along the Easterly line of said Lot 6 128.00 feet to a ¾" iron pipe marking the Northeast corner of said Lot 6; thence, along the arc of a 186.48 feet radius curve to the left and the Northerly line of said Lot 6 (= 20° 00' 00" long chord bears N 52° 00' 30" W 64.76 feet) 65.09 feet to a ½" iron pin; thence S 31° 28' 52" W 128.47 feet to a ½" iron pin; thence S 55° 14' 49" E 28.02 feet to the point of beginning. Bearings and distances are based on Record Survey 2755 filed September 15, 1978 in the office of the County Recorder, Klamath County, State of Oregon, and that portion of West Oregon Avenue that inured thereto by vacated ordinance No. 6393 recorded June 11, 1982 in Volume M82 page 7457, Microfilm records of Klamath County, Oregon.

PARCEL 2:

A parcel of land situated in Lots 6 and 7, Block 48, "BUENA VISTA", more particularly described as follows:

Beginning at a ½" iron pin from which the most Southerly corner of said Lot 6 bears the following two bearings and distances, S 55° 14' 49" E 28.02 feet, S 47° 59' 30" W 59.28 feet; thence, from said point of beginning N 31° 28' 52" E 128.47 feet to a ½" iron pin on the Northerly line of said Lot 6; thence, along the arc of a 186.48 radius curve to the left and the Northerly line of said Lots 6 and 7 (= 20° 00' 00" long chord bears N 72° 00' 30" W 64.76 feet) 65.09 feet to a ½" iron pin; thence S 16° 37' 15" W 115.31 feet to a ½" iron pin; thence S 55° 14' 49" E 33.46 feet to the point of beginning. Bearings and distances are based on Record Survey 2755 filed September 15, 1978 in the office of the County Recorder, Klamath County, State of Oregon, and that portion of West Oregon Avenue that inured thereto by vacated Ordinances No. 6393 recorded June 11, 1982 in Volume M82 page 7457, Microfilm Records of Klamath County, Oregon.
