

After recorded return to:  
First American Title Ins  
Relocation Advantage  
6600 France Ave, South #230  
Bloomington, MN 55435 j000235  
Ed/ra  
Prepared by:  
Tim Borshell  
Washington Mutual Bank, FA  
75 N. Fairway Drive  
Vernon Hills, IL 6006

State of Oregon, County of Klamath  
Recorded 03/11/2002 8:56 a m.  
Vol M02, Pg 14179-83  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

**FHA Case No. 703-431-3419735 Washington Mutual Loan No. 5100901569**  
**RECASTING AGREEMENT**

Date: January 1, 2002

Property Address: 4619 Alpine, Klamath Falls

This modification agreement, made this 1st day of November, 2001 between Washington Mutual Bank, FA, herein referred to as Mortgagee, and Chad L. Coleman a Married man, hereinafter referred to as Borrower(s), and \_\_\_\_\_

**WITNESSETH:**

Whereas the Borrowers are indebted to the Mortgagee in the sum of Ninety Five Thousand Four Hundred Thirty Eight Dollars and Thirty Nine Cents (\$95,438.39) (hereinafter called "new principal amount"), consisting of Eighty Seven Thousand Six Hundred Fifty Three Dollars and Forty Cents (\$87,653.40) unpaid principal amount and Seven Thousand Seven Hundred Eighty Four Dollars and Ninety Nine Cents (\$7,784.99) unpaid installments of back interest, ground rents, hazard insurance premiums, taxes, assessments and mortgage insurance premiums, the payment of which is secured by a note and security instrument owned and held by the Mortgagee, dated February 29, 2000, and recorded on March 17, 2000 as Volume M00 Page 8974, in the office for recording of deeds in Klamth County and State of Oregon and

See Exhibit "A" attached hereto and made a part hereof (Legal Description)

Whereas the parties mutually desire to modify the terms of payment of said indebtedness by changing the amount of monthly payments required on said note and security instrument;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:


The Borrower(s) agree to pay the "new Principal amount" *with interest at the rate of 7.375%* on the unpaid balance in monthly installments of Six Hundred Seventy One Dollars and Twenty Eight Cents (\$671.28) commencing the first day of March, and on the first day of each month thereafter until the "new principal amount" and interest thereon are fully paid, except that final payment of the "new principal amount" and interest if not sooner paid, shall be due and payable on the first day of March, 2030.

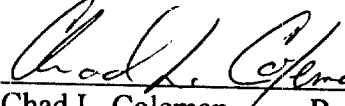
"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.


It is mutually agreed that said security instrument still continue a first lien upon the premises and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument security the same shall in any way be prejudiced by this agreement, but said obligation and security instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

In the event the underlying debt has been discharged as a result of a bankruptcy proceeding, Lender hereby acknowledges that it's recourse for borrower's default is limited to the collateral described in the security instrument. Notwithstanding the above. Borrower hereby acknowledges Lender retains certain rights in the Security Instrument in the event there is a default under the terms of the Security Instrument. The parties acknowledge that the consideration for this agreement shall be the Lender's forbearance from exercising the aforesaid rights under the Security Instrument as long as the Borrower performs his/her obligations under this agreement.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this agreement on the date above written.

 (SEAL)  
Mortgage Mohamed Fofana  
Vice President,

 (SEAL)  
Chad L. Coleman Borrower

  
By Cara Cany  
Asst. Secretary,

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

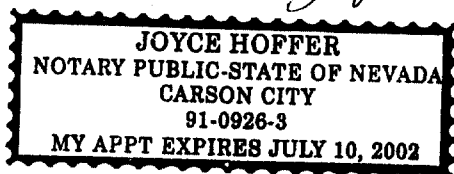
\* This date cannot exceed by more than 10 years the maturity date of the original note.

STATE OF: NEVADA

COUNTY OF: CARSON

Before me, personally appeared CHAD L. COLEMAN  
to me know to be the person(s) described in and who executed the foregoing instrument and acknowledged  
before that they executed the same. Witnessed my hand and seal this 25<sup>th</sup> day of January, 2002

 NOTARY PUBLIC  
COMMISSION EXPIRES:





McManis

14181

222 South Sixth Street • PO Box 5017 • Klamath Falls, Oregon 97601 • 541 883-3401 • Fax 541 882-0620

February 16, 2000

Order Number: **50359-MG**  
Escrow Officer: **Marion Grantham**

AmeriTitle  
222 South 6th Street  
Klamath Falls, OR 97601

**PRELIMINARY Title Report #1**  
**For Standard Coverage Policy**  
Owner's \$89,000.00  
Premium \$417.00

cc: *Coldwell Banker, Sherry McManus*  
*Coldwell Banker, Dave Goss*  
*PNC Mortgage, Genie*

EXHIBIT "A"

We are prepared to issue title insurance (Chicago Title Insurance Company of Oregon) in the form and amount shown above insuring title to the land hereinafter described:

( Lot 23 in Block 3 of TRACT NO. 1087, FIRST ADDITION TO BANYON PARK,  
according to the official plat thereof on file in the office of the County  
Clerk of Klamath County, Oregon. )

**LEGAL**

showing the title February 14, 2000 at 8:00 a.m. vested of record in

**DAVID L. KINGSBURY AND CHARL LYNN KINGSBURY,  
AS TENANTS BY THE ENTIRETY**

Subject to the standard coverage exceptions, and the exclusions, conditions and stipulations which are part of the policy form, and to exceptions as shown herein.

**PLEASE SEE ATTACHED EXCEPTIONS**

AMERITITLE

*Lorie Graham*

Lorie Graham  
Title Examiner

LG:ta

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium therefore paid.

**MISSION STATEMENT**

*"Superior Service with Commitment & Respect for Customers & Employees"*

{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

(STATE OF ILLINOIS)

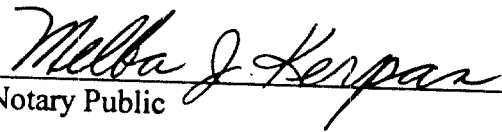
(COUNTY OF LAKE)

On January 31<sup>st</sup>, 2002 before me, Melba J Kerpan, a Notary Public in and for said County and State, on this day personally appeared Mohamad Fofana Vice President of Washington Mutual Bank, FA. Known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument and such appearance before the undersigned in the City of Vernon Hills, County of Lake, State of Illinois

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31<sup>st</sup> day of January, 2002



SEAL

  
Notary Public

{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

(STATE OF ILLINOIS)

(COUNTY OF LAKE)

On January 31<sup>st</sup>, 2002, before me, Melba J Kerpan, a Notary Public in and for said County and State, on this day personally appeared Cara Cuny, Assistant Secretary of Washington Mutual Bank, FA. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument and such individual made such appearance before the undersigned in the City of Vernon Hills, County of Lake, State of Illinois.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31<sup>st</sup> day of January, 2002



*Melba J. Kerpan*  
Notary Public

SEAL