

State of Oregon, County of Klamath  
Recorded 06/18/2002 8:30 a m.  
Vol M02, Pg 35277-86  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

After Recording Date \_\_\_\_\_  
When Recorded Return To:  
*pv* First American Title Insurance Co.  
3355 Michelson Dr. Suite 250  
Irvine, CA 92612  
Attn: Special Default Services

Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

West Palm Beach, Florida 33409  
[City, State, Zip]

[Space Above This Line For Recording Data]

Loan No.: 6163261883

920561 **LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of April, 2002,  
between Jeffrey C. Edwards and Deanna B. Edwards, husband and wife  
and Washington Mutual Bank, F.A., successor by merger to Bank United  
("Borrower/Grantor")

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated  
November 21, 2000 and recorded in Book/Liber M00, Page 43575, Instrument No.  
N/A, of the Official Records of Klamath County, Oregon  
[Name of Records] [County and State, or other Jurisdiction]  
and (2) the Note in the original principal sum of U.S. \$ 118,200.00, 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 5633 Mason Lane, Klamath Falls, Oregon 97601

[Property Address]

Initials JE Initials DE Initials \_\_\_\_\_ Initials \_\_\_\_\_

Loan No.: 6163261883

the real property described being set forth as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, AND DESCRIBED AS FOLLOWS:

LOT 2 IN BLOCK 6, TRACT NO. 1016, GREEN ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

A. P. NO.: R-3908-00100-04200

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 May 1st, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 122,952.33, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises 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 7.375 %, from May 1st, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 860.90, beginning on the 1st day of June, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2030, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Washington Mutual Bank, F.A., 75 North Fairway Drive, Vernon Hills, Illinois 60061 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 Borrower is sold or transferred and the Borrower is 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 Borrower 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 Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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 Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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 partly 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.

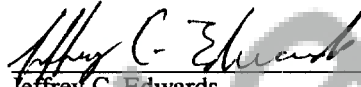
Initials SE Initials DE Initials \_\_\_\_\_ Initials \_\_\_\_\_

Loan No.: 6163261883

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

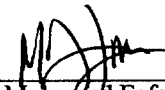
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Washington Mutual Bank, F.A., successor (Seal)  
by merger to Bank United -Lender

 (Seal)  
Jeffrey C. Edwards -Borrower

 (Seal)  
Deanna B. Edwards -Borrower

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

By:   
Mohamed Fofana

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

Its: Vice President

[See Attached Acknowledgment(s)]

## BORROWER ACKNOWLEDGMENT

State of Oregon

§  
§  
§

County of Klamath

On this 15 day of May, 2002, before me,  
SHARON K. SHOCKEY [name of notary], a Notary Public in and for said state,  
 personally appeared Jeffrey C. Edwards and Deanna B. Edwards

[name of person acknowledged], known to me to be the person who executed the within instrument, and  
 acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Sharon K. Shockey  
SHARON K. SHOCKEY  
 Type or Print Name of Notary

Notary Public, State of OREGONMy Commission Expires: 7-14-2005

## LENDER ACKNOWLEDGMENT

State of Illinois§  
§  
§County of Lake

On this 24th day of May, 2002, before me,  
Melba J. Kerpan [name of notary], a Notary Public in and for said state,  
 personally appeared Mohamed Fofana, Vice President  
 [name of officer or agent, title of officer or agent] of Washington Mutual Bank, F.A., successor by merger to Bank  
 United, [name of entity]

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me  
 that he/she/they executed the same for the purpose therein stated.

(Seal)



Melba J. Kerpan  
Notary Public  
 Type or Print Name of Notary

Notary Public, State of IllinoisMy Commission Expires: 01-24-04