

State of Oregon, County of Klamath

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Linda Smith, County Clerk

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MERS Telephone: (888) 679-6377

LOAN MODIFICATION AGREEMENT
(Providing for a Fixed Interest Rate)

This Loan Modification agreement (" Agreement "), made this 6th day of August , 2002 , between Jeffery W Litts, an unmarried person

("Borrower") and

Irwin Mortgage Corporation

("Lender"), amends and

supplements (1) the Mortgage , Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated February 13, 2002 , and recorded in Book or Liber M02 , at page(s) 1077, of the County Records of Klamath ,

[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

27135 Walla Walla Street

Sprague River, OR 97639

[Property Address]

the real property described being set forth as follows:

Lots 13 and 14 in Block 49, FOURTH ADDITION TO NIMROD RIVER PARK, 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):

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1. As of August 6, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$ 80,693.00, 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 6.750%. The Borrower promises to make monthly payments of principal and interest of U. S. \$ 523.38, beginning on the 1st day of October, 2002, and continuing thereafter on the same day of each month until principal and interest are paid in full. If on September 1, 2032 (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
9265 Counselor's Row, Indianapolis, IN 46240
or at any such other place as the Lender may require.
3. DESCRIPTION OF PROPERTY. The description of the Property set forth in the Security Instrument is amended to include but not be limited to the following described manufactured home and any accessories and accessions thereto which is permanently affixed to the real estate:

Make: Fuqua Desert Pt
Serial Number: 17846

Model: 492D

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 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Jeffrey W. Litts
Borrower Jeffrey W Litts

Borrower

Borrower

Borrower

Borrower

Borrower

STATE of Oregon)
COUNTY of Klamath)

On August 6, 2002, before me, the undersigned, a Notary Public, in and for said state, personally appeared Jeffrey W. Litts

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laura Valbert
Notary Public in and for said County and State

