

State of Oregon, County of Klamath  
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TRUST DEED **LOAN MODIFICATION AGREEMENT** 1927778

This Loan Modification Agreement ("Agreement"), made this 1st day of April, 2003, between Terry G. Claeys

Union Federal Bank of Indianapolis ("Borrower")  
amends and supplements (1) the Mortgage, Deed of Trust Deed to Secure Debt (the "Security Instrument"), dated June 1, 2002 and recorded in Book or Liber M02-33761 at page(s) 1927778, of the Records of Klamath County and State or other Jurisdiction ("Lender",)

and (2) the Adjustable Rate Note (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 1835 Burr Avenue, Chiloquin, OR 97624 [Property Address]

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

In consideration of the mutual promises and agreements exchanged, and notwithstanding anything to the contrary contained in the Note or Security Instrument, Borrower and Lender agree to modify the terms and provisions of the Note and Security Instrument as further set forth below. Borrower shall initial the applicable modification option set forth in Sections 1, 2, 3, and 4. The remaining modification options set forth in Sections 1,2,3 or 4 shall not be applicable to the Note and Security Instrument:

1. **Fixed Interest Rate Modification**  
(Borrower's Initials) (a) Loan Amount. As of \_\_\_\_\_, the amount payable under the Note and Security Instrument is \$ \_\_\_\_\_ ("Unpaid Principal Balance"), which consists of the original amount and any subsequent amounts(s) loaned and advanced by the Lender through the date hereof, the repayment of which is governed by the terms of the Note and this Agreement and which is secured by the Security Instrument and this Agreement.  
(b) Payment of Principal and Interest. 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 \_\_\_\_\_ %, from \_\_\_\_\_ . The Borrower promises to make monthly payments of principal and interest of U.S. \$ \_\_\_\_\_ , beginning on the \_\_\_\_\_ day of \_\_\_\_\_ , and continuing thereafter on the same day of each succeeding month until the Maturity Date (as defined in Section 5 below), at which time all principal and interest shall be paid in full.

2. **Balloon Modification**  
(Borrower's Initials) (a) Loan Amount. As of \_\_\_\_\_, the amount payable under the Note and Security Instrument is \$ \_\_\_\_\_ ("Unpaid Principal Balance"), which consists of the original amount and any subsequent amounts(s) loaned and advanced by the Lender through the date hereof, the repayment of which is governed by the terms of the Note and this Agreement and which is secured by the Security Instrument and this Agreement.  
(b) Payment of Principal and Interest. 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 \_\_\_\_\_ % from \_\_\_\_\_ .

The Borrower promises to make monthly payments of principal and interest of U.S. \$ , beginning on the day of , and continuing thereafter on the same day of each succeeding month until the Maturity Date (as defined in Section 5 below), at which time all principal and interest shall be paid in full, subject to the Borrower's right to refinance as set forth in Exhibit A, Section A-2 of this Agreement.

  
(Borrower's Initials)

### 3. Adjustable Interest Rate Modification

- (a) Loan Amount. As of April 1, 2003 , the amount payable under the Note and Security Instrument is \$ 54,384.00 ("Unpaid Principal Balance"), which consists of the original amount and any subsequent amounts(s) loaned and advanced by the Lender through the date hereof, the repayment of which is governed by the terms of the Note and this Agreement and which is secured by the Security Instrument and this Agreement.
- (b) Payment of Principal and Interest. 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 5.125% from April 1, 2003 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 296.12 , beginning on the 1st day of May, 2003 , and continuing thereafter on the same day of each succeeding month until the Maturity Date (as defined in Section 5 below), at which time all principal and interest shall be paid in full. The interest rate may be adjusted during the term of the Note subject to the adjustable interest rate provisions set forth in Exhibit A, Section A-3 of this Agreement.

### 4. Loan Amount Modification (reduction of loan amount).

- (a) Loan Amount. As of , the amount payable under the Note and Security Instrument is \$ ("Unpaid Principal Balance"), which consists of the original amount and any subsequent amounts(s) loaned and advanced by the Lender less any amounts paid thereon through the date hereof, the repayment of which is governed by the terms of the Note and this Agreement and which is secured by the Security Instrument and this Agreement.
- (b) Payment of Principal and Interest. The Borrower promises to make monthly payments of principal and interest of U.S. \$ , beginning on the day of , and continuing thereafter on the same day of each succeeding month until the Maturity Date (as defined in Section 5 below), at which time all principal and interest shall be paid in full.

### 5. Term

The maturity date for the Unpaid Principal Balance shall be April 1, 2033 , at which time all outstanding principal and interest shall be due and owing Lender. If Borrower has selected the Balloon modification provisions of Section 2 above, Borrower acknowledges that the principal and interest payments under the Note are not fully amortized and a significant amount of principal, and accrued interest, will be due and owing on the Maturity Date.

### 6. Transfer of Property

- (a) Conditional Assumption. THIS PARAGRAPH IS APPLICABLE ONLY IF BORROWER HAS MODIFIED THE NOTE PURSUANT TO SECTION 3 AND IS AFFORDED (BUT HAS NOT YET EXERCISED) THE RIGHT TO A MONTHLY FIXED INTEREST RATE CONVERSION OPTION PURSUANT TO EXHIBIT A-3, PARAGRAPH G(i):

Until Borrower exercises the Monthly Fixed Interest Rate Conversion Option under the conditions stated in Exhibit A-3, Paragraph G(i) of this Agreement, Uniform Covenant 17 of the Security Instrument is described as follows:

**Transfer of Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed 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.

- (b) No Transfer without Lender's Consent. This paragraph is applicable only if Borrower has modified the Note (i) pursuant to Section 1 or Section 2 hereof; (ii) pursuant to Section 3 hereof and is afforded the right to a monthly fixed interest rate conversion option pursuant to Exhibit A, Section A3, paragraph G(i), and has exercised said option or said option has lapsed; (iii) pursuant to Section 3 hereof and is afforded the right to a non-monthly fixed interest rate conversion option pursuant to Exhibit A, Section A3, paragraph G(ii); (iv) pursuant to Section 3 hereof and is not afforded a Fixed Interest Rate Conversion Option pursuant to Exhibit A, Section A3, paragraph G(iii); or (v) pursuant to Section 4 hereof;

If Borrower modifies the Note: (i) pursuant to Section 1 hereof; (ii) pursuant to Section 2 hereof; (iii) pursuant to Section 3 hereof, is afforded the right to a Monthly Interest Conversion Option pursuant to Exhibit A, Section A3, paragraph G(i), and exercises such option or such option lapses; (iv) pursuant to Section 3 hereof and is afforded the right to a Non-Monthly Fixed Interest Rate Conversion Option pursuant to Exhibit A, Section A3, paragraph G(ii); (v) pursuant to Section 3 hereof and is not afforded any Fixed Interest Rate Conversion Option pursuant to Exhibit A, Section A3, paragraph G(iii); or (vi) pursuant to Section 4 hereof.

Uniform Covenant 17 of the Security Instrument shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument, and any cross reference of Uniform Covenant 17 in the Note, shall instead be described as follows:

**Transfer of Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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 delivered or mailed 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.

7. Compliance with Other Provisions

The Borrower also will comply with all other covenants, agreements, and requirements of the Note and 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, if any of the modification options of Sections 1, 2 or 3 above (but not Section 4) are selected by Borrower, the following terms and provisions are forever canceled, null and void, as of the date hereof:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any modification to the type of loan, interest rate, term, or amount of loan, or any term and provision providing for a fixed rate conversion option 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 provision as those referred to in (a) above.

Except as set forth in paragraphs (a) and (b) above, the terms and conditions of the Note and Security Instrument remain in full full force and effect.

8. Continuing Effect

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 modified or 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. Any conflict between this Agreement and the Note or this Agreement and the Security Instrument shall be governed by this Agreement.

Union Federal Bank of Indianapolis (Seal)  
By: Joan Dunn -Lender

Terry G. Claeys (Seal)  
-Borrower  
  
(Seal)  
-Borrower  
  
(Seal)  
-Borrower  
  
(Seal)  
-Borrower

Witnesses:

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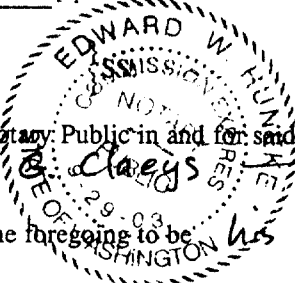
STATE OF Washington  
COUNTY OF King

Before me, the undersigned, a Notary Public in and for said County and State, this 14<sup>th</sup> day of March, 2003 personally appeared Terry G. Claeys

acknowledged the execution of the foregoing to be his voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires: 9-29-03  
County of Residence: King



Edward W. Huneke  
Notary Public  
Printed Name

16628

1927778


STATE OF Colorado  
COUNTY OF Jefferson } SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 11<sup>th</sup> day of March, 2003  
personally appeared Joan Dunn, the Closer of  
Waterfield Financial Corporation, Inc., and acknowledged the execution of the foregoing to be  
voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires: 12-06-05

County of Residence: ADAMS

  
ALISHA HEDSTROM Notary Public  
Printed Name  
ALISHA HEDSTROM  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 12/6/2005

Prepared by: Joan Lee Tadrack, Waterfield Financial Corporation, Inc. Senior Vice President  
44 Union Blvd, Suite #200, Lakewood, CO 80228

When Recorded, Return To: Union Federal Bank of Indianapolis  
7500 West Jefferson Boulevard  
Fort Wayne, IN 46804

Exhibit A  
Loan Modification Agreement  
Given By: Terry G. Claeys

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A tract of land situated in the NW1/4 NW1/4 of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the NW1/4 NW1/4; thence North along the West line of said Section, 445.8 feet; thence East 394.53 feet; thence Southeasterly to a point on the South line of the NW1/4 NW1/4, which point bears East 594.23 feet from the Point of Beginning; thence West along said South line, 594.23 feet to the Point of Beginning. EXCEPTING THEREFROM a parcel of land lying in the NW1/4 NW1/4 of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being a portion of Parcel 2 described in Deed Volume M78, page 6857, of Klamath County Record of Deeds; said parcel being that portion of said parcel being that portion of said property included in a strip of land sixty (60) feet in width, lying thirty (30) feet on each side of the following described road centerline: Commencing at the Northwest 1/16 corner of said Section 14; thence South 63 degrees 52'36" West 598.37 feet to an iron pin on the Easterly right of way line of said road, thence South 66 degrees 32'15" West, 30.00 feet to the point of beginning, said point being on the centerline of said road, thence North 23 degrees 27'45" West, 47.16 feet, thence 118.75 feet along the arc of a 336.80 foot radius curve to the right (the long chord which bears North 13 degrees 21'41" West 118.14 feet); thence North 3 degrees 15'38" West, 107.59 feet; thence 64.11 feet along the arc of a 42.35 foot radius curve to the left (the long chord which bears North 46 degrees 37'26" West, 58.16 feet); thence North 89 degrees 59'13" West 641.83 feet. Manufactured Home Make & Model: Liberty KS 284424 ✓ Serial Number: 09L 34580XU ✓