

NJT-61302W

Vol M04 Page 05987Date January 20, 20044003474677

Number/FHA/VA/Case No.

Donald E. & Jan G. Barshis

Mortgagor (or Trustor)

4617 Marsh Hawk Drive, Klamath Falls, OR 97601

Property Address

Fannie Mae

Modification of Mortgage

State of Oregon, County of Klamath

Recorded 01/30/2004 3:22 p mVol M04 Pg 5987-90

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

To: **Federal National Mortgage
Association**
or **Government National
Mortgage Association**

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor")

Does hereby apply for a Modification of the payment provisions of the
("Modification" or "Extension")

above-numbered account covering an indebtedness owing from the Mortgagor to

Federal National Mortgage Association (hereinafter referred to as the
("Mortgage"), evidenced by a note (or bond) and secured by a real property mortgage
(or trust deed) (said note or bond and real property mortgage or trust deed are hereinafter
referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said

Mortgage, recorded in the public records in the County of KlamathState of Oregon, in _____ book, _Page _____, or document or file number M03 - 54558

(2) Under the terms of said Mortgage, there remains unpaid as of the first day of
the Month in which this Agreement is made, the sum of \$ 180,000.00 principal,

\$ N/A for interest thereon, \$ N/A, for advances made by theMortgagee thereunder, and \$ N/A for interest on such advances, aggregatingThe total sum of \$ 180,000.00 for which the amount the Mortgagor is

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Columbia River Bank
1701 NE 3rd Street, Ste B
Bend, OR 97701

36.00 AM

indebted to the Mortgagee under said Mortgage, which is valid lien, to which Mortgagor has no defenses, off-set or counterclaims.

- (3) Mortgagor hereby deposits with the Mortgage the sum of \$ N/A, which is to be applied upon the present balance due on the principal of said Mortgage, (including advances, if any), and the sum of \$ N/A which is to be applied upon the delinquent interest due upon said principal (and advances, if any); application of said deposited amounts is to be made as of the effective date of this modification or extension, which if not executed by Mortgagee, shall be returned to the Mortgagor.
- (4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits aforementioned have been applied thereto), as follows: Said total balance of \$ 180,000.00 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance, in equal installments of 1030.02 exclusive of sums required to be deposited for the payment of taxes, insurance, etc.), the first of said installments shall become due and payable on

the day of March 1, 2004, and the remaining installments, successively, on the day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the day of July 1, 2033, which is the present or extended maturity date.

- (5) Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands that:
- (a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.
 - (b) All covenants, agreements, stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation by law. Also, the Mortgagee, expressly reserves all rights or recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage.
 - (c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgagor and shall be secured by said Mortgage.
 - (d) Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

- (6) For the purpose of inducing and influencing the Mortgagee to execute this Agreement, the undersigned represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgaged property are as follows

Name:

Donald E. & Jan G. Barshis

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All such persons are of legal age, and none is under any legal disability, except as follows:

Donald E. Barshis (SEAL) Jan G. Barshis (SEAL)
Donald E. Barshis Jan G. Barshis
"OFFICIAL SEAL" "OFFICIAL SEAL"
John P. Bullock John P. Bullock
Notary Public, State of Illinois Notary Public, State of Illinois
Cook County Cook County
My Commission Expires July 10, 2005 My Commission Expires July 10, 2005
(SEAL) (SEAL)

STATE OF IL

* Mortgagor Acknowledgement

COUNTY OF Cook

On this 21st day of January, 2004, before me
John Bullock, a notary public, personally appeared Jan + Donald
Barshis, personally known to me to be the person(s) whose
name(s) is (are) subscribed to this instrument, and acknowledged that _____ executed the
same.

John P. Bullock
Notary Public in and for the State of
Residing at

My commission expires 7-10-2005

Agreed to by

By Todd M. Vallie, SVP
Todd M. Vallie, Senior Vice President, Columbia River Bank Mortgage Group

Date 1/22/04, 2004

05990

STATE OF OREGON

COUNTY OF DESCHUTES

On this 22 day of January, 2004, before me
Cheryl Redfearn, a notary public, personally appeared Todd M. Vallie,
personally known to me to be the person(s) whose
name(s) is (are) subscribed to this instrument, and acknowledged that he executed the
same.



Cheryl Redfearn
Notary Public in and for the State of Oregon
Residing at Bend

My commission expires 1/1/06

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage by the Mortgagee under said Agreement.

*Witnessed By:

Co-Makers or Endorsers

*The execution of this agreement should be witnessed and the appropriate acknowledgement clause should be added, if these are requirements under local law; also, this agreement should be filed for record, if required under local law or practice.