TO: GNA ZT THE PO.

MTC-61184KR

## Vol<u>M04</u> Page <u>4536</u>8

Date\_June 17, 2004

State of Oregon, County of Klamath Recorded 07/12/2004 3:0 p m Vol M04 Pg 45368 - 71Linda Smith, County Clerk Fee \$  $36^{\infty}$  # of Pgs 4

4003472557 Number/FHA/VA/Case No.

<u>Helen Hinrichs</u> Mortgagor (or Trustor)

19040 Keno Worden Road, Klamath Fallse, OR. 97601 Property Address

### Fannie Mae

### **Modification of Mortgage**

- 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 <u>Modification</u> 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 <u>Klamath</u>

State of <u>Oregon</u>, in <u>book</u>, <u>MO3</u>

Page <u>57580</u>, or document or file number \_\_\_\_\_.

(2) Under the terms of said Mortgagor, there remains unpaid as of the first day of

the Month in which this Agreement is made, the sum of \$99,894.89 for principal,

<u>S N/A</u> for interest thereon, <u>S N/A</u>, for advances made by the

Mortgagee thereunder, and <u>S N/A</u> for interest on such advances, aggregating

The total sum of \$99,894.89 for which the amount the Mortgagor is

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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 <u>N/A</u>, which is to be applied upon the present balance due on the principal of said Mortgage, (including advances, if any), and the sum of <u>N/A</u> 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 § 99,894.89 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance, in equal installments of § 582.06 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 <u>August 1</u>, 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 <u>August 1</u>, 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 Mortgager 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:

Helen Hinrichs

# 45370

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

Xtelen Dimichs (SEAL)\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL) \* Mortgagor Acknowledgement STATE OF COUNTY OF On this 18<sup>-44</sup> day of <u>June</u>, 2004, before me <u>Jenita un</u>, a notary public, personally appeared <u>Helen Hunkrechs</u>, personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that \_\_\_\_\_\_ executed the same. Notary Public in and for the State of California Residing at 2 los Ingeles Coulorty My commission expires Jan. 25, 2008 YENTA WU Commission # 1464984 Notary Public - California Los Angeles County Comm. Explices Jan 25, 200 Agreed to by By Vice President, Columbia River Bank Mortgage Group \_\_\_\_\_, 2004. Date

### STATE OF OREGON

### COUNTY OF DESCHUTES

On this 24 day of Jack , 2004, before me Dreade Ericks on , a notary public, personally appeared Todd Unlie, 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. daug Votary Public in and for the State of Oregon



Residing at Bend

My commission expires 5-13-2008

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.