

04 OCT 7 PM 3:00

Vol M04 Page 68165

State of Oregon, County of Klamath
Recorded 10/07/04 3:00 P m
Vol M04 Pg 68165-70
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

Aspen: 58030
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of September, 2004, between RONALD K. HOLLY and FRANCES HOLLY, HUSBAND AND WIFE

EAGLE HOME MORTGAGE, INC., A Washington Corporation ("Borrower") and

supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 27, 2003, and recorded in Book or Liber M04, at page(s) 81160, of the ~~Records #81160~~ Records of

KLAMATH, OR

[Name of Records]

and (2) the Note, bearing the same date as, and

[County and State, or other Jurisdiction]

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

36027 AGENCY LAKE LOOP, CHILOQUIN, OR 97624

[Property Address]

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LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 8/01)

VMP-852R (0110)

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Initials: RKH FA

VMP MORTGAGE FORMS - (800)521-7291



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the real property described being set forth as follows:

PARCEL 2 OF LAND PARTITION 76-95, SITUATED IN THE N 1/2 W 1/2 GOVERNMENT LOT 14 AND NW 1/4 SE 1/4 SECTION 7, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, 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 and Security Instrument):

1. As of September 13, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 33,800.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.5000 %, from October 1, 2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 215.84, beginning on the 1st day of November 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.5000 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on November 1, 2033 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 10510 NE NORTHUP WAY #300, KIRKLAND, WA 98033 or at such other place as Lender may require.

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-852R (0110)

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3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by 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 given in accordance with Section 15 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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Ronald K Holly (Seal)
RONALD K. HOLLY -Borrower

Frances Holly (Seal)
FRANCES HOLLY -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

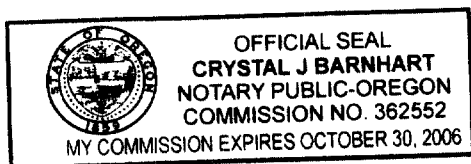
____ (Seal)
____ -Borrower

____ (Seal)
____ -Lender

By: Paul A. Lattin
EAGLE HOME MORTGAGE, INC.
Paul A. Lattin, Sr. Vice President

____ [Space Below This Line For Acknowledgments] _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
My official seal the date first written above.



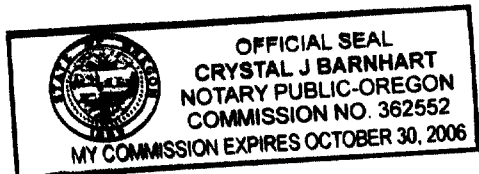
Crystal J. Barlow
Notary Public for Oregon
My Commission expires October 30, 2006

STATE OF OREGON, }
 } ss.
County of Washington }

BE IT REMEMBERED, that on this 23 day of September, 2004,
Before me, the undersigned, a Notary Public in the State of Oregon, personally appeared the
within named Ronald K. Holly and Frances Holly

Known to me to the identical individual s described in and who executed the within
instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
My official seal the day and year last above written.



Crystal J Barnhart
Notary Public for Oregon
My Commission expires 10/30/06