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State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
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WHEN RECORDED MAIL TO:  
FIDELITY NATIONAL-LPS  
P.O. BOX 19523  
IRVINE, CA 92623-9523  
NDSMOD

LOAN MODIFICATION AGREEMENT

4751821

WMC# 2135324  
VA# 484860307171

This Loan Modification Agreement ("Agreement"), made this **20th Day of September, 2004**, between **Steven David ("Borrower's")** and **Union Federal Bank of Indianapolis It's Successors and or Assigns ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **April 21, 2003** and recorded in **LIBER / INSTRUMENT NO. \*** of the **County Records of Klamath** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in Security Instrument and defined therein as of the "property", located at:  
**225 Roosevelt Street, Klamath Falls, OR 97601**

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**LOT 7 IN BLOCK 99 BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, 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 (not with standing anything to the contrary contained in the note or Security Instrument):

1. As of **September 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. dollars **\$61,611.67**, 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 **5.50%** from **September 1, 2004**. The Borrower promises to make monthly payments of **principal and interest** of U.S. Dollars of **\$349.82**, **beginning on the 1<sup>st</sup> day of October, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **Sept 1, 2034** ("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 of the Maturity Date. The Borrower will make such payments at: **7500 W. Jefferson, Blvd. Fort Wayne, IN 46804** or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in its is sold or transferred (or if a beneficial interest In the Borrower is sold or transferred and the Borrower is not a natural person) without the Lenders Prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. If the lender exercises this option, The Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, The Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of the Borrower.
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 provision 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 any 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 provision thereof, as amended by this Agreement.

Lender: (Seal)

Union Federal Bank Of Indianapolis

Signature: [Signature]

Borrower: Steven David

By: [Signature]  
Michael Waldman

Signature: \_\_\_\_\_

Borrower: \_\_\_\_\_

Ranelle Parker  
Witness Name: Ranelle Parker

Signature: Robert D Miranda

Print Witness Name: \_\_\_\_\_

Signature: [Signature]

Print Witness Name: \_\_\_\_\_

MANUEL M. GARCIA

-----SPACE BELOW THIS LINE IS FOR ACKNOWLEDGEMENTS-----

STATE OF ~~Georgia~~ <sup>Oregon</sup>  
COUNTY OF ~~Glynn~~ <sup>Klamath</sup> TO WITNESS:

On this 23<sup>rd</sup> day of September, 2004, before me personally came Steven David, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, an they acknowledged to the they executed the same

My commission expires: April 16, 2006

Billie J Hamilton  
Notary Public

-----SPACE BELOW ACKNOWLEDGEMENTS FOR LENDER -----

State of Indiana, County Allen

ON THIS 25 DAY OF October, 2004, BEFORE ME PERSONALLY CAME Michael Waldman TO ME KNOW, WHO BEING BY ME DULY SWORE THAT HE/SHE IS AN AUTHORIZED SIGNATOR OF Union Federal Bank of Indianapolis THE CORPORATION DESCRIBED IN, AND WHICH EXECUTED THE ABOVE INSTRUMENT, THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION; THAT THE SEAL AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION AND HE/SHE SIGNED THEIR NAME THERETO BY LIKE ORDER

Michelle Rice  
NOTARY PUBLIC, Notary Public

State of Indiana

My Commission Expires 7/2/07

A Resident of Allen County

Prepared and when recorded please return to:

Waterfield Mortgage Co. C/o Ranelle Parker 7500 W. Jefferson Blvd. Fort Wayne, IN 46804

