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MTT- 02997 HB

Vol M04 Page 88880

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State of Oregon, County of Klamath
Recorded 12/28/04 3:41 P m
Vol M04 Pg 88880-83
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

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LOAN MODIFICATION AGREEMENT
(To Modify Fixed Interest Rate - "ALL-IN-ONE™ Float-Down")

This Loan Modification Agreement ("Agreement"), made as of **December 17, 2004**, between

LARRY J O'LEARY and **NIKKI E O'LEARY**

("Borrower"), residing at

943 LAKERIDGE CT, KLAMATH FALLS, OR 97601

and **ABN AMRO MORTGAGE GROUP, INC.**, with a principal place of business at 2600 W. Big Beaver Road, Troy, MI 48084, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **December 30, 2003**, in which the Trustee is **AMERITITLE, 222 S 6th Street, Klamath Falls, OR 97601**, and which is recorded in

Book or Liber Volume M03, at Page(s) 94602,
of the Clerk Records of Klamath County, Oregon
(Name of Records) (County and State, or other Jurisdiction) and

(2) 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

943 LAKERIDGE CT, KLAMATH FALLS, OR 97601

the real property described being set forth as follows:

See Legal Description Attached Hereto And Incorporated Herein

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **December 17, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$198,650.00**, 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 **6.000%** from **January 1, 2005**. The Borrower promises to make monthly payment of principal and interest of U.S. **\$1,205.81** beginning on the **1st** day of **February, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **January 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 on the Maturity Date.

The Borrower will make such payments at **ABN AMRO MORTGAGE GROUP, INC.**, 2600 W. Big Beaver Road, Troy, MI 48084, or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it 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 Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the 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 on 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.

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 provisions thereof, as amended by this Agreement.

By the execution of this modification the construction rider is terminated, is no longer valid and shall be of no further force and effect; provided however, that all interest required thereunder; and all existing causes of action, claims or rights of the Lender thereunder shall be unaffected and undiminished by such termination. (Lender's signature is on next page).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witness

Witness

Larry J O'Leary
LARRY J O'LEARY

(Seal)

Borrower

Nikki E O'Leary
NIKKI E O'LEARY

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Space Below This Line For Acknowledgement)

STATE OF OREGON,

Klamath

County ss:

On this
above named

day of *December*

27, 200 *4*

, personally appeared the

LARRY J O'LEARY

and

NIKKI E O'LEARY

and acknowledged the foregoing instrument to be *their*

voluntary act and deed

My Commission expires:
(Official Seal)

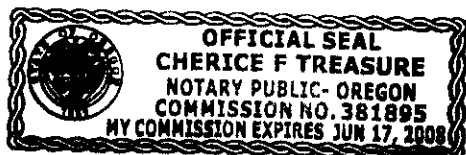
6/17/2008
4/16/2007

Before me:

Cherice J. Treasure

(Seal)

Notary Public for Oregon



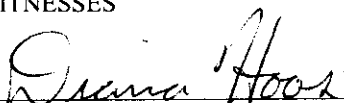
88882

IN WITNESS WHEREOF, this Agreement has been duly executed by:

ABN AMRO MORTGAGE GROUP, INC.

BY:  (SEAL)
LAWRENCE P. BAILEY, SR.
Its Duly Authorized Vice President

WITNESSES


Name:


Name:

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss. Waterbury


On the 17th day of December, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared

LAWRENCE P. BAILEY, SR.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, he acted on behalf of the Corporation and executed the instrument as its duly authorized Vice President.

IN WITNESS WHEREOF, I hereunto set my hand.

(This area for Official Notarial Seal)


Notary Public
My Commission Expires 11-30-2008

Marilyn Belletti
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/30/08

EXHIBIT "A"
LEGAL DESCRIPTION

88883

Lot 7, LAKE RIDGE PARK TRACT # 1291, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to Wayne A. Connors and Pamela J Connors, as Tenants by the Entirety, to complete Property Line Adjustment 23-99, by deed recorded August 11, 1999 in Volume M99, page 32374, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" rebar marking the Northwest corner of said Lot 7; thence South 51 50' 42" East a distance of 169.26 feet along the Lot line common to Lots 7 and 8 of said Tract #1291 to a 5/8" rebar on the Northwesterly right of way line of Lake Ridge Court; thence North 68 25' 19" West a distance of 162.28 feet to a 5/8" rebar on the lot line common to Lots 6 and 7 of said Tract #1291; thence along said lot line North 21 38' 32" East a distance of 48.29 feet to the point of beginning.

TOGETHER WITH an easement for access and utilities, 30 feet in width, as granted by instrument dated November 1, 1993 and recorded November 4, 1993 in Volume M93, page 29109, Microfilm Records of Klamath County, Oregon.

Tax Account No.: 3809-030BA-04900-000 Key No.: 876514