

M05-68041

Klamath County, Oregon

11/01/2005 02:47:19 PM

Pages 3 Fee: \$31.00

AFTER RECORDING MAIL TO:

ROGUE FEDERAL CREDIT UNION
1093 ROYAL COURT
MEDFORD, OR 97504

Loan No: 0026290247

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 28th day of October, 2005 between Matthew A. Axberg and Angela J. Axberg "Borrower (s)" And ROGUE FEDERAL CREDIT UNION ("Lender"), amends ad supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument"), dated: March 31, 2004 and recorded as Document Number M04-18215 Records of Klamath County, Oregon, 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: 615 Front Street, Klamath Falls OR. 97601

(Property Address)

The real property described being set forth as follows:

Lots 12 and 13, Block 42, 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 (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 28th, 2005 the amount payable under the Note and the Security Instrument "Unpaid Principal Balance") is U.S. \$231,200.00, 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 5.875% until the full amount of Principal has been paid. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1367.64 beginning on December 1, 2005 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2035 (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 payment at: 1093 Royal Court, Medford, OR 97504 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, required 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 on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment 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 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, and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, as 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 provisions thereof, as amended by this Agreement.

Rogue Federal Credit Union

By: Richard Knight
Richard Knight

Matthew A. Axberg
Borrower Matthew A. Axberg

Angela J. Axberg
Borrower Angela J. Axberg

Borrower

Borrower

-----{Space Below This Line For Acknowledgements}-----

STATE OF
COUNTY OF

Oregon
Jackson

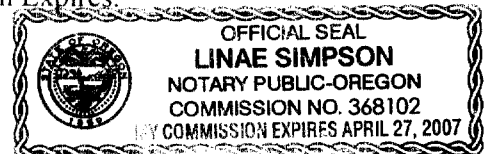
On October 28th, 2005 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Richard Knight to me personally known, who, being duly sworn to me, did say that he/she/they is/are the Mortgage Manager of the corporation named herein which executed the within resolution of its Board of Directors and that he/she/they acknowledges said instrument to be the free act and deed of said corporation.

Linnae Simpson
Notary Public for the State of:
My Commission Expires:

(Official Seal)

STATE OF
COUNTY OF

Oregon
Jackson



On this day personally appeared before me: Matthew A. Axberg and Angela J. Axberg known to me to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of October, 2005.

Linnae Simpson
Notary Public for the State of:
My Commission Expires:

(Official Seal)

