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09/12/2006 10:41:31 AM

Fee: \$36.00

RECORDING REQUESTED BY:
Silver Sierra Mortgage

WHEN RECORDED MAIL TO:

Silver Sierra Mortgage, Inc.
4062 Flying C Road, #35
Cameron Park, CA 95682

(Space above this line for recording data only)

LOAN MODIFICATION AGREEMENT

Loan Number: 5010172518

FHA Case No.: 431-4104996-703

MIN: 1001462-5010172518-6

MERS Phone No.: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 17th day of **January, 2005**, between **Kathy S. Mathison and James A Mathison and Matthew A. Mathison** ("Borrower") and Silver Sierra Mortgage, Inc. ("Lender"), *Mortgage Electronic Registration Systems, Inc.* ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **October 13, 2005** and granted or assigned to *Mortgage Electronic Registration Systems, Inc.* as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on **November 11, 2005** in **Volume M04 at Page 77742**, real property 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: **144916 Ringo Court, La Pine, OR 97739**, more particularly described as follows:

Lot 29, in Block 2 of Tract 1098, Split Rail Ranchos, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax ID Number: 138648

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 **January 17th, 2005**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance) is U.S. **\$147,334**, 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 **6.250%**. Borrower promises to make monthly payments of principal and interest of U.S. **\$907.16**, beginning on the **1st** day of **March, 2005** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2035** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement, Borrower will pay amounts in full on the Maturity Date.

Borrower will make such payments at; 4062 Flying C Road, #35, Cameron Park, CA 95682, or at such other place as Lender may require.

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 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 this 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, 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.

Kathy S. Mathison
KATHY S MATHISON

James A Mathison
JAMES A MATHISON

Matthew A Mathison
MATTHEW A MATHISON

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID NOTE:

Paul Kuzmich
(Lender)
BY: SILVER SIERRA MORTGAGE, INC.,
a Nevada Corporation
Name: PAUL KUZMICH
Title: PRESIDENT

WITNESS

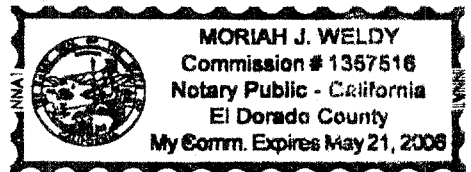
THE STATE OF CALIFORNIA

County of EL DORADO

BEFORE ME, Moriah J. Weldy, Notary Public, the undersigned authority, on this day personally appeared PAUL KUZMICH, known to me to be (proved to me to be) the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE this the 14th day of Mar., 2005.

Moriah J. Weldy
Notary Public in and for
The State of California
My Commission Expires: 05/21/2006



THE STATE OF Oregon
County of Deschutes

BEFORE ME, Shelli Cowlbeck, the undersigned authority, on this day personally appeared James A. Mathison, Kathy Mathison, known to me to be (proved to me to be) the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE this the 26 day of Jan, 2005.

Shelli Cowlbeck
Notary Public in and for
The State of Oregon
My Commission Expires: 6-24-05

