

2006-019965

Klamath County, Oregon



10/04/2006 09:18:54 AM

Fee: \$26.00

Loan Number: **1152089**

Date: July 10, 2006

Lender: **AMERICAN HOME MORTGAGE,**
as successor in interest to Union Federal Bank of Indianapolis

Borrower(s): Jamie H. Jackson

LOAN MODIFICATION AGREEMENT
(Providing for Conversion of Construction Loan to Permanent Loan)

This Loan Modification Agreement ("Agreement"), made this Date written above between Borrower ("Borrower" whether one or more) and Lender amends and supplements: (1) the Note dated May 23, 2005 executed by Borrower in favor of Lender in the face amount of U.S. \$473,448.00; and (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 23, 2005, and recorded in Book or Libor M05, Page 38017 in the real property records of Klamath County, State of Oregon, bearing the same date as the Note, and which secures the Note, and which covers the real property described therein ("Property") securing the Note, which Property is located at:

8251 Markgraff Lane, Klamath Falls, OR 97603

The Construction Loan Agreement, Note, Security Instrument and all other addenda and riders attached thereto, as applicable, will be called the "Loan Documents." Capitalized terms used in this Agreement and not defined herein, will have the meanings given to those terms in the applicable Loan Documents. 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 May 30, 2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$473,448.00, consisting of the amount(s) loaned to Borrower by Lender and any interest added to the principal of the Loan to date, and other charges.

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 rate of 6.625% per annum, beginning on July 1, 2006. Borrower promises to make monthly payments of principal and interest of U.S. \$3,031.54, beginning on the July day of 1, 2006 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The rate of interest of 6.625% per annum will remain in effect until principal and interest is paid in full. If on May 1, 2036 (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 American Home Mortgage Servicing, Inc. Attn: Payment Processing P.O. Box 660029 Dallas, TX 75266-0029 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 without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the 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 of the Security Instrument 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.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction, payment, refinance or release in whole or in part of the Note and the Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and the 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.

American Home Mortgage
(Seal)

-Lender-

Jamie H. Jackson (Seal)
-Jamie H. Jackson -

By: Karen C. Gowins
KAREN C. GOWINS
American Home Mortgage

(Seal)

Tammy McDaniel hereby personally witnessed the signatures of Jamie H. Jackson and

Stacy M. Howard (Space Below This Line For Acknowledgments) McDaniel

State/District of Oregon, Klamath County ss:

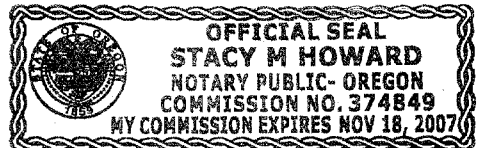
I, Stacy Howard, a Notary Public for said County and State/District, do hereby certify that

Jamie H. Jackson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of July, 2006

Stacy M. Howard
-Borrower-Notary Public

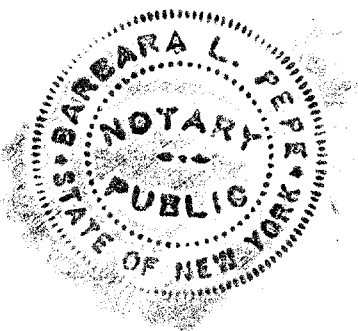
Notary Seal:



My Commission Expires: Nov 18, 2007

State of NEW YORK
County of SUFFOLK

The foregoing instrument was acknowledged before me on this the 13th day of JULY, 2006 by KAREN C. GOWINS, Vice President of American Home Mortgage and acting in behalf of said Corporation and who is personally known by me and personally appeared before me.



Barbara L. Pepe
-Lender-Notary Public

Form 3179 2/88 (page 2 of 2 pages)

BARBARA L. PEPE
Notary Public, State of New York
No. 01PE5061801
Qualified in Suffolk County
Commission Expires June 17, 2010