MTC74356-MS

After Recording Return To: Eagle Home Mortgage, LLC 10510 NE Northup Way #300 Kirkland, WA 98033

2007-002418 Klamath County, Oregon



02/12/2007 03:20:24 PM

Fee: \$46.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of January 2007 , between CLAUD O. REID and DANIELLE J. REID, Husband and Wife

("Borrower") and

Eagle Home Mortgage, LLC, A Delaware Limited Liability Company

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 26, 2006 and recorded in Book or Liber , of the m0613429

, at page(s)

[Name of Records]

Records of

Klamath

and (2) the Note, bearing the same date as, and

[County and State, or other Jurisdiction]

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 5335 AVALON STREET, KLAMATH **FALLS OR 97603**

[Property Address]

EZ64012

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

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VMP Mortgage Solutions, Inc.

(800)521-7291

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the real property described being set forth as follows:

THE NORTH 198 FEET OF TRACT 20, ALTAMONT SMALL FARMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPT THAT PORTION TAKEN FOR THE WIDENING OF AVALON STREET AS DISCLOSED BY ORDER RECORDED DECEMBER 4, 1964 IN THE COUNTY COMMISSIONER'S JOURNAL.

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 January 19, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$289,646.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

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 6.375 %, from February 1, 2007 . Borrower promises to make monthly payments of principal and interest of U.S. \$1,819.00 beginning on the 1st day of March 2007 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. 6.375 % will remain in effect until principal and interest is paid in full. The yearly rate of By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on July 1, 2036 "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 10510 NE Northup Way #300, Kirkland WA 98033

or at such other place as Lender may require. **EZ64012**

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- 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 in 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 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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Claud O. Reid	(Seal)	Arielle (Seal) NIELLE J. REID Borrower
	(Seal)	(Seal) -Borrower
	(Seal)	-Borrower
	(Seal)	-Borrower
	<u>E</u> a	egle Home Mortgage, LLC (Scal) -Lender -Lender
	5,	Paul A. Lattin, Sr. Vice President
	[Acknowledgments To	Be Attached]
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STATE OF CLEGOT)).00
country of <u>Klamath</u>)SS.)
On this 36 day of 100. for the State of, duly commissioned and	sworn personally appeared Claude Reid and
to me known to be the individual, or	r individuals described in and who executed the within and
	I to me thathekw signed and sealed the said instrument as
	voluntary act and deed for the sues and purposes therein
mentioned.	• •
WITNESS my hand and official seal her	eto affixed the day and year in this certificate above written.
	Julia Karragoen
Section Section (Section Section Secti	Notary Public in and for the State of Orco
OFFICIAL SEAL	residing at 2655 Shasta Way Stea
ELEMIN JULIA BARRAGAN	Llamath Falls d297602
NOTARY PUBLIC-OREGON	partition records, order records
COMMISSION NO. 408614 MY COMMISSION EXPIRES JULY 25, 2010	
JOEL 20, 2010	

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STATE OF OREGON, }	
}	SS.
County of Washington }	
on February 10,2007	, before me personally appeared
Paul A. Lattin and	,
whose identities were established to my satisfa	action, and who said that they are the
Senior Vice President and the	
NAME OF COR	limited liability company
that the instrument was executed on behalf	nstrument is the corporate seal of the corporation; of the corporation by authority of its board of ament as the free act and deed of the corporation.
	details and the corporation.
IN TESTIMONY W	HEREOF, I have hereunto set my hand and affixed
	My official seal the date first written above.
Cin	stal SIZZ
	Notary Public for Oregon
My Co	mmission expires October 30, 2010
OF OF	FICIAL SEAL
NOTARY	AL J BARNHART PUBLIC - OREGON SSION NO. 410619
	EXPIRES OCTOBER 30, 2010