

MT079818-LN

Prepared by:  
SUNTRUST MORTGAGE, INC.  
5331 SW MACADAM AVE SUITE 216  
PORTLAND, OR 97239  
Return to:  
RVW 5093  
SUNTRUST MORTGAGE, INC.  
1001 SEMMES AVENUE  
RICHMOND, VIRGINIA 23224

2007-017341

Klamath County, Oregon



00032712200700173410100104

10/04/2007 03:26:45 PM

Fee: \$66.00

Parcel Number: 3808-010B0-08500-000

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New Loan No: 0144854221

Orig Loan No:

## LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of September, 2007, between HARVEY HOYO, ~~AS TENANTS IN THE ENTIRETY~~, MARIA MACIAS-HOYO\* ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any modification agreement prior to the date hereof (the "Security Instrument"), dated May 11, 2006 and recorded in Book/Liber M06, at Page(s)/Folio(s) 10874, as Instrument No. \_\_\_\_\_, of the official Records of KLAMATH COUNTY COUNTY, Oregon [County and State, or other Jurisdiction] and (2) the Note, as amended or supplemented by any modification agreement prior to the date hereof, in the original principal sum of \$614,000.00 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

9710 CINNAMON TEAL DRIVE, KLAMATH FALLS, OR 97601

[Property Address]

\*AS TENANTS BY THE ENTIRETY

the real property described being set forth as follows:

SEE ATTACHED SCHEDULE A

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):

### SECTION I.

- As of September 25, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$707,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

**Tax Note.** (Intangibles, documentary stamp, or other) taxes in the amount of \$ \_\_\_\_\_ are being paid herein on new advances. Taxes were paid on the original loan dated and recorded as set out above, in the amount of \$ \_\_\_\_\_. New advances are \$93,000.00.



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W0211

2. The terms of the Note are amended as follows:

**Payments.**

**(A) Time of Payments**

I will make a payment every month on the first day of the month beginning on **November, 2007**.

I will make payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on **June 1, 2036** I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the Maturity Date.

**(B) Amount of Monthly Payments (Select One Option Only)**

☐ **Adjustable Rate Note.** Each of my monthly payments will be in the amount of U.S. \$ \_\_\_\_\_ until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined in the section entitled "Adjustable Interest Rate and Monthly Payment Changes" of the Adjustable Rate Rider attached hereto and incorporated herein ("ARM Rider"), in substantially equal installments by the Maturity Date.

☒ **Interest Only Adjustable Rate Note** Each of my monthly payments will be in the amount of U.S. \$**3,976.88** until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in the section of the ARM Rider entitled "Interest Rate and Monthly Payment Changes" until **October 1, 2017**. On that date and thereafter, (the "Amortization Period"), my monthly payment will be in an amount sufficient to repay the principal and interest in substantially equal installments by the Maturity Date.

3. 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, 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, as amended by this Agreement.
4. Borrower warrants that there are no defenses, counterclaims or setoffs to the Note or Security Instrument to the date of this Agreement, and waives and releases any which may exist.

☒ **SECTION II. IF THE BOX IS CHECKED, THIS AGREEMENT ALSO INCLUDES A CHANGE IN OR ADJUSTMENT TO THE INTEREST RATE, A NEW ARM RIDER IS ATTACHED TO THIS AGREEMENT, AND PARAGRAPHS 1, 2, AND 3 BELOW ARE ADDED TO AND MADE A PART OF THIS AGREEMENT.**

1. The terms of the Note are amended as follows:

**Borrower's Right To Prepay.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment". When I make a Prepayment, I will tell the




Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during a period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

2. The Note and Security Instrument are amended to add Interest Rate and Monthly Payment Changes as well as Transfer of the Property or a Beneficial Interest in Borrower as provided in the ARM Rider.
3. Borrower also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument; however, the following terms and provisions are forever canceled, null and void, and are replaced with the terms provided in this Agreement, as of the date of this Agreement:
  - (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;
  - (b) all terms and provisions of any adjustable rate 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; and
  - (c) all terms and provisions of the Note and Security Instrument or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument (if any) providing for, implementing, or relating to payment, the Borrower's Right to Prepay, or Transfer of the Property or a Beneficial Interest in Borrower.



EXECUTED as of the day and year first written above.

  
\_\_\_\_\_  
HARVEY HOYO (Seal)  
-Borrower

  
\_\_\_\_\_  
MARIA MACIAS-HOYO (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

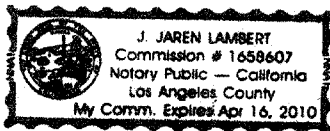
**BORROWER**

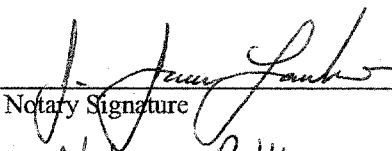
State of California  
County of Los Angeles

§  
§

On this the 2<sup>nd</sup> day of October, 2007, before me J. Jaren Lambert, Notary Public  
[here insert name and title of the officer], personally appeared Harvey Hoyo and Maria Macias-Hoyo  
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Signature  
Notary Public  
\_\_\_\_\_  
Title (or Rank)  
#1658607  
\_\_\_\_\_  
Serial/Notary Registration Number

(Seal)

My Commission Expires: 4/16/2010



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:  
SUNTRUST MORTGAGE, INC.

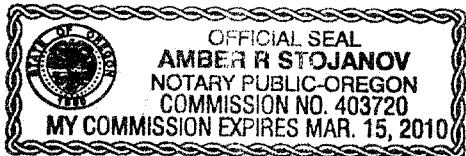
By: Vicki Buel  
Title: upr mgr

LENDER

State of Oregon §  
County of Multnomah §

On this the 26 day of September, before me, Amber R Stojanov  
[here insert name and title of the officer], personally appeared Vicki Buel, ops manager,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Amber R Stojanov  
Signature of Person Taking Acknowledgment  
CP Dept. Supervisor  
Title (or Rank)  
403720  
Serial/Notary Registration Number

(Seal)

My Commission Expires:

3/15/2010



## LEGAL DESCRIPTION

### "EXHIBIT A"

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Lot 835, RUNNING Y RESORT, PHASE 11, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **25th** day of **September, 2007**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **SUNTRUST MORTGAGE, INC., a corporation** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

**9710 CINNAMON TEAL DRIVE, KLAMATH FALLS, OR 97601**  
(Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **6.750%** The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of **October, 2012** and on that day every **12** month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:  
**THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE YEAR U.S. DOLLAR DENOMINATED DEPOSITS IN THE LONDON MARKET ("LIBOR"), AS PUBLISHED IN THE WALL STREET JOURNAL.**

The most recent Index figure available as of the date: ☒ 45 days ☐ 15 days ☐ first business day of the month immediately preceding the month in which the Change Date occurs ☐ before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.



(C) Calculation of Changes

(Please check box for interest-only period.)

☒ The "Interest-Only Period" is the period from the date of this Note through **October, 2017**. For the Interest-Only Period, after calculating my new interest rate as provided below, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The period after the Interest-Only Period is the Amortization Period. For the Amortization Period, after calculating, my new interest rate as provided below, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two and 250/1000ths** percentage points. (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes  
(Please check appropriate boxes.)

- ☐ (1)
- ☐ (2) There will be no maximum limit on interest rate changes.
- ☒ (3) My interest rate will never be greater than **11.750%**.
- ☒ (4) My interest rate will never be less than **2.250%**.
- ☐ (5) The interest rate I am required to pay at the first Change Date will not be greater than  
% or less than %.
- ☐ (6) My interest rate will never be increased or decreased on any single Change Date by more than  
percentage points from the rate of interest I have been paying for the  
preceding period.
- ☒ (7) The interest rate I am required to pay the first Change Date will not be greater than **11.750%** or  
less than **2.250%**. Thereafter, my interest rate will never be increased or decreased on any single  
Change Date by more than **2.000** percentage points from the rate of interest I have been paying for  
the preceding **12** months. My interest rate will never be greater than **11.750%**.





**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of the title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a 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. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

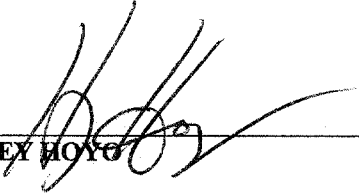
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.


If Lender exercises the option to require immediate payment in full, 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.

\_\_\_\_\_  
[Signatures on Following Page]



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
**HARVEY HOYO** (Seal)  
-Borrower

  
\_\_\_\_\_  
**MARIA MACÍAS-HOYO** (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

