

2007-020399

Klamath County, Oregon



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12/05/2007 10:20:28 AM

Fee: \$46.00

Mortgage Services Loan Number 0017109927

MERS Min No. 100020000171099272

Prepared by:

Theressa Murray
Theressa Murray

Prepared at:

Mortgage Services
4001 Leadenhall Road
Mt. Laurel, NJ 08054

County Recorder,
Record and return to:
Mortgage Services
3000 Leadenhall Rd.
Mt. Laurel, NJ 08054
Attn: Document Control

This document is dated: *09/24/2007*

LOAN MODIFICATION AGREEMENT

**Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded**

This Loan Modification Agreement ("Agreement"), between KIM LENAHA and RANDY ROSE ("Borrower(s)") and Cendant Mortgage Corporation D/B/A Coldwell Banker Mortgage (Lender), "MERS" is a Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for the Lender and Lender's successors and assigns. MERS is beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *11/12/2001* securing the original principal sum of \$75,623.00 and recorded on 11/20/2001, with Book m01 Page 59573 of the County of KLAMATH 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 as the "Property", located at 5340 ALVA AVENUE, KLAMATH FALLS, OR 97603 the real property described being set forth as follows:

MORTGAGE RE-RECORDED 7/30/2002 BOOK M02 PAGE 42819

LEGAL DESCRIPTION: See Attached

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):

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1. As of the **First day of October 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid "Principal Balance") is U.S. **\$75,724.59** 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 **6.875%**, beginning on the **First day of October 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$536.11** beginning on the **First day of November 2007** and continuing thereafter on same day of each succeeding month until principal and interest are paid in full. If on **12/01/2031** (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 payments at 4001 Leadenhall Road Mt. Laurel, NJ 08054 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, require 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 the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments 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, 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 or 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.

Clara Harf (Seal)
-Witness

Kim Lenahan (Seal)
KIM LENAHAN -Borrower
(Must Sign In Black Ink Only)

____ (Seal)
-Witness

____ (Seal)
-Borrower
(Must Sign In Black Ink Only)

STATE OF: OR

COUNTY OF: Klamath

Be it remembered, that on this 26th day of September in the year of Our Lord two thousand and seven (2007) before me, the subscriber a NOTARY PUBLIC, personally appeared **KIM LENAHAN and RANDY ROSE** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 26th day of September 2007.

Brenda Miller (Seal)
(Must Sign In Black Ink Only) Notary Public



Loan Modification Agreement--Single Family--Fannie Mae/Freddie Mac Uniform Instrument
_____ [Space Below This Line For Acknowledgments] _____

Cendant Mortgage Corporation D/B/A Coldwell Banker Mortgage

By: Marc J. Hinkle
Marc J. Hinkle, Vice President

STATE OF: NJ
COUNTY OF: Burlington

On this 19th day of Oct 2007 before me, Marc J. Hinkle Vice President of CORPORATION, Notary Public, 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 be 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.

Signature Diana L. Erlston
(Must Sign In Black Ink Only)
DIANA L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 07/31/2011

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Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in KLAMATH

County, Oregon:

Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith: this being a purchase money mortgage given to secure the purchase price of the above described premises.

Lot 61 of Yalta Gardens, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 5340 ALVA AVENUE
KLAMATH FALLS

[City], Oregon 97603

[Street]
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be

Initials K.L. R.A.R.

Certified to be
a true copy of
the original