

2009-004538

Klamath County, Oregon



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03/31/2009 01:10:43 PM

Fee: \$41.00

After Recording Return To:  
SOUTHWEST STAGE FUNDING, LLC,  
DBA CASCADE FINANCIAL SERVICES

6816 EAST BROWN ROAD  
MESA, AZ 85207

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### LOAN MODIFICATION AGREEMENT

HUHMANN  
Loan #: 080328006  
MIN: 100605708050004261  
MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 3RD day of FEBRUARY, 2009 between JOHN HUHMANN AND ADENA HUHMANN, HUSBAND AND WIFE ("Borrower") SOUTHWEST STAGE FUNDING, LLC, DBA CASCADE FINANCIAL SERVICES ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated JULY 1, 2008 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 in Book or Liber ~~\_\_\_\_\_~~, at page(s) \_\_\_\_\_, of the COUNTY Records of KLAMATH, 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 21350 YELLOW JACKET SPRINGS ROAD, BEATTY, OR 97621 the real property to be set forth as follows:

MAKE: KARSTEN

MODEL: 92BAY28522AHOR

YEAR: 2008

SERIAL NUMBER(S): STA028986OR A/B

LENGTH AND WIDTH: 56X27

\* 7/10/2008 2008-009993

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 FEBRUARY 3, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$103,287.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

MIN: 100605708050004261

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

12683.7

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Form 3179 1/01

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 7.000%, from **FEBRUARY 3, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$687.17, beginning on the **1ST** day of **APRIL, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2039**, (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 **6816 EAST BROWN ROAD, MESA, AZ 85207** 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 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 no 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; 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.

John Huhmann 2/18/09  
- BORROWER - JOHN HUHMANN - DATE -

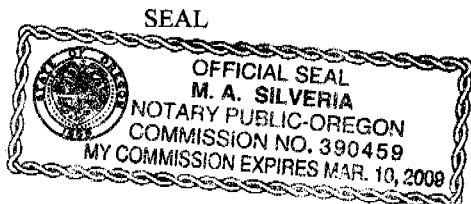
Adena Huhmann 2/18/09  
- BORROWER - ADENA HUHMANN - DATE -

Rita M. Black  
SOUTHWEST STAGE FUNDING, LLC, DBA CASCADE FINANCIAL SERVICES-Lender

Rita M. Black  
Mortgage Electronic Registration Systems, Inc.-Mortgagee

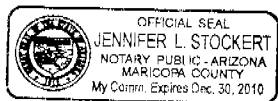
By: Rita M. Black /V.P.

[Space Below This Line For Acknowledgments]

State of Oregon, Klamath County ss:The foregoing Instrument was acknowledged before me this 18<sup>th</sup> day of February, 2009 by John Huhmann and Adena Huhmann

[Signature]  
Notary Public

## Lender Acknowledgement

State of Arizona, Maricopa County ss:The foregoing Instrument was acknowledged before me this 19 February 2009 by Rita M. Black Title V.P.

[Signature]  
Notary Public

## EXHIBIT "A"

File No.: **7021-1210482**

Policy No.: **1210482**

Real property in the City of Beatty, County of Klamath, State of Oregon, described as follows:

### PARCEL I:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH PIPE MARKING THE CENTER 1/4 CORNER OF SAID SECTION 27, SAID POINT SITUATED NORTH 89° 35' 28" WEST 2633.10 FEET AND NORTH 00° 28' 28" WEST 2641.20 FEET FROM A 3/4 INCH PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89° 31' 16" EAST 1578.31 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING SOUTH 89° 31' 16" EAST 30.17 FEET; THENCE SOUTH 06° 33' 10" WEST 550.13 FEET; THENCE WEST 30.20 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING WEST 1510.80 FEET TO A 5/8 INCH IRON PIN ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 27; THENCE NORTH 00° 28' 28" WEST 560.00 FEET TO THE POINT OF BEGINNING.

### PARCEL II:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 27, SAID POINT SITUATED NORTH 89° 35' 28" WEST 2633.10 FEET AND NORTH 00° 28' 28" WEST 2081.20 FEET FROM A 3/4 INCH PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE EAST 1510.80 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING EAST 30.20 FEET; THENCE SOUTH 06° 33' 10" WEST 583.79 FEET; THENCE WEST 30.20 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING WEST 1439.38 FEET TO A IRON PIN ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 27; THENCE NORTH 00° 28' 28" WEST 580.00 FEET TO THE POINT OF BEGINNING.

### PARCEL III:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 27, SAID POINT SITUATED NORTH 89° 35' 28" WEST 2633.10 FEET AND NORTH 00° 28' 28" WEST 1501.20 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE EAST 1439.38 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING EAST 30.20 FEET; THENCE SOUTH 06° 33' 10" WEST, 611.98 FEET; THENCE WEST 30.20 FEET TO A 5/8 INCH IRON PIN; THENCE CONTINUING WEST 1364.51 FEET TO A 5/8 INCH IRON PIN ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 27; THENCE NORTH 00° 38' 28" WEST 608.00 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

APN: R358197 and R358188 and R358204 and M46373