

Return to: Nationwide Advantage
Mortgage Co.
P.O. Box 8414
Des Moines, IA
50306-8905

2009-010062

Klamath County, Oregon



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07/24/2009 10:19:45 AM

Fee: \$26.00

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Fannie Mae Loan # 4005446352

Servicer Loan # 2001843032

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10** day of **June** 2009, between **David Levi Sonneman, Married individual** ("Borrower") and Nationwide Advantage Mortgage Company ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **June 18, 2007** and recorded on **June 19, 2007**, Instrument No. **000251422000700110580180189** in Book or Liber **0** Page **0** of **Klamath County** Records of **Klamath County, 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 **4964 Gatewood Dr Klamath Falls, Oregon 97603**

Lot 2 in Block 4, Tract 1035, Gatewood, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

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 **06/01/2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$218,402.66** 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 for the first year at the yearly rate of **7.375%**, from **06/01/2009**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,514.29** beginning on the **1st** day of **July 2009**. And continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **January 2039** (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 **Nationwide Advantage Mortgage 7760 Office Plaza Drive South, West Des Moines, IA 50266-2336** 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.
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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

_____(Seal)
Nationwide Advantage Mortgage

David Levi Sonneman (Seal)
David Levi Sonneman Borrower

By: Karla K Neel
Karla K Neel, Associate VP

_____(Seal)
Borrower

_____[Space Below This Line For Acknowledgments]_____

Jill Brouwer
Notary for Karla K Neel

Cis Mc Sorley
Notary for David Levi Sonneman

