

2009-011629

Klamath County, Oregon



00071875200900116290070078

08/31/2009 10:00:43 AM

Fee: \$51.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER WHEN RECORDED, RETURN TO:
 EQUITY LOAN SERVICES
 1100 SUPERIOR AVENUE, SUITE 200
 CLEVELAND, OHIO 44114
 NATIONAL RECORDING - TEAM 1
 Accommodation Recording Per Client Request

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Loan Modification Agreement

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Jerry L. Dwyer and Karen R. Dwyer

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Citi Mortgage, Inc

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$ 319,601.92 ☐ Other

5) SEND TAX STATEMENTS TO:**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
 (If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT _____

PREVIOUSLY RECORDED IN
 BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

When recorded mail to: MPG
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

5096671

Loan # 1119907668

LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

APN: R 446850
This Loan Modification Agreement ("Agreement"), made 05/01/09, between JERRY L DWELLEY and KAREN R DWELLEY, Married ("Borrower") residing at 5455 HAVENCREST DR KLAMATH FALLS OR, 97603-3965 and CitiMortgage, Inc. Successor by Merger to ABN AMRO Mortgage Group, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 10/04/07 and recorded on 10/12/07, Document number 2007017748, Book number na, Page na in the Official 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 5455 HAVENCREST DRIVE, KLAMATH FALLS OR, 97603, the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

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 05/01/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 313,912.27. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$5,689.65, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 480 months. When payments resume on 06/01/09, the New Unpaid Principal Balance will be \$ 319,601.92.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.875% effective 05/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,730.72 (which does not include and amounts required for Insurance and/or Taxes) beginning on 06/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 05/01/49 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, 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 the 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 the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under 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, or part of, the Note and 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 the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

_____[Space Below This Line for Acknowledgments]_____

State of Oregon)
County of Klamath)SS
)

On this 6 day of May, 2009, before me personally appeared Jerry L Dwelley, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public L Turner
My Commission Expires: March 2, 2013



State of Oregon)
County of Klamath)SS
)

On this 6 day of May, 2009, before me personally appeared Karen R Dwelley to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public L. Turner
My Commission Expires: March 2, 2013



IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

5/2/09
Date

Jerry L Dwelley
Borrower - JERRY L DWELLEY

5-6-09
Date

Karen R Dwelley
Borrower - KAREN R DWELLEY

Date

Borrower -

Date

Borrower -

CitiMortgage, Inc. Successor by Merger to ABN AMRO Mortgage Group, Inc.

By: Timothy J Paul

Date

Lender -

Timothy J Paul
Vice President

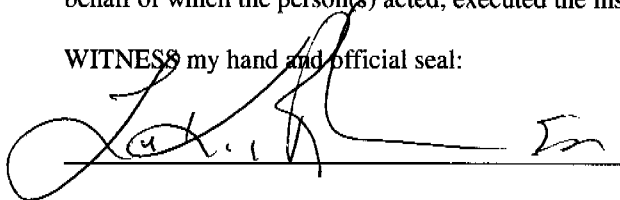


STATE OF **Missouri**
COUNTY OF **Saint Charles**

On 6/26/09 before me, LEE KEE ROBINSON SR, a Notary Public in and for
said County and State, personally appeared Timothy J Paul, Vice President
of CitiMortgage, Inc

known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed
to this Loan Modification instrument that acknowledge 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



LEE KEE ROBINSON, SR.
My Commission Expires
May 20, 2013
St. Louis County
Commission #09462618

Notary Name (Typed or Printed)

LEGAL DESCRIPTION

LOT 8, BLOCK 10, TRACT NO. 1152, NORTH HILLS, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

 DWELLEY
41074960
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


OR