

2010-001972

Klamath County, Oregon



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02/08/2010 09:26:51 AM

Fee: \$52.00

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

CURTISS  
Loan #: 090612012  
MIN: 100605709080015137  
MERS Phone: 1-888-679-6377  
VA/FHA Case #: 431-4851645-703

This Loan Modification Agreement ("Agreement"), made this 21ST day of DECEMBER, 2009 between JOHN P CURTISS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY ("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 AUGUST 20, 2009 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 8, at page(s) 1, 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 27246 JOSEPHINE STREET, SPRAGUE RIVER, OR 97639 the real property to be set forth as follows:

MAKE: PALM HARBOR HOMES, INC.  
MODEL: N4P44S09  
YEAR: 2010  
SERIAL NUMBER(S): PH20-9886 A/B  
LENGTH AND WIDTH: 44 X 27

\* 8/31/2009, 2009-011656

LOT 37 BLOCK 10, SECOND ADDITION TO NIMROD RIVER PARK, IN THE COUNTY OF KLAMATH, STATE OF 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):

MIN: 100605709080015137

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

12683.8

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Form 3179 1/01

1. As of **DECEMBER 21, 2009** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$105,921.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 **6.750%**, from **DECEMBER 21, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$687.00, beginning on the **1ST** day of **FEBRUARY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2040**, (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.

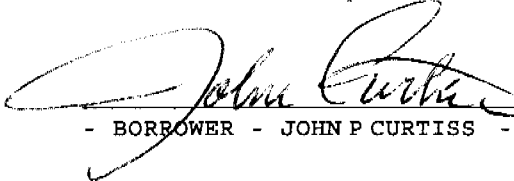
Borrower will make such payments at **6816 EAST BROWN ROAD, MESA, AZ 85207** or at such other place as Lender may require.

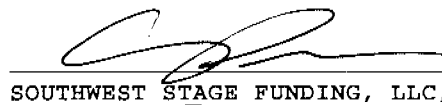
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by 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.

 1-4-10  
- BORROWER - JOHN P CURTISS - DATE -

  
SOUTHWEST STAGE FUNDING, LLC, DBA CASCADE FINANCIAL SERVICES-Lender

  
Mortgage Electronic Registration Systems, Inc.-Mortgagee

By: Cody Pearce / President

[Space Below This Line For Acknowledgments]

State of Oregon, Multnomah County ss:The foregoing Instrument was acknowledged before me this Jan 4th 2010 by  
John CurtissAddress - 27246 Josephine St Sprague River OR 97639

SEAL



Shawanna Rae Grubbs  
Notary Public

## Lender Acknowledgement

State of Arizona, Maricopa County ss:The foregoing Instrument was acknowledged before me this January 5, 2010 byCody Pearce Title President

SEAL

Mark H  
Notary Public

