

2010-006021

Klamath County, Oregon



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05/18/2010 11:54:35 AM

Fee: \$47.00

1st Courtesy
After recording return to:
Linda Johnston/Loan Servicing
HomeStreet Bank
601 Union St, Suite 2000
Seattle, WA 98101-2326

DEED OF TRUST MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 24 day of March 2010, between Jason E Pryor and Briget E ~~Pryor~~ ^{Pryor BP} aka Briget E. Faubion ("Borrower") and Oregon Housing and Community Services Department, State of Oregon ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 1, 2006 and recorded March 2, 2006 under Recording No. M06-03876, 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: 10883 Wright Ave, Klamath Falls OR 97603 the real property described being set forth as follows:

UNIT 10883 (WRIGHT AVENUE) TRACT 1336, FALCON HEIGHTS CONDOMINIUMS, STATE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLEAK 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):

- As of April 1, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$120,109.53, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 5.250%, from March 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$706.42 beginning on the 1st day of April, 2010 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 2036 (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 HomeStreet Bank at 601 Union Street, Suite 2000, Seattle, Washington, 98101-2326 or at such other place as the Lender may require.
- If all or any part of the Property or any interest in it is sold 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 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 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.

- 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

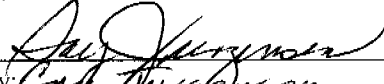
make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

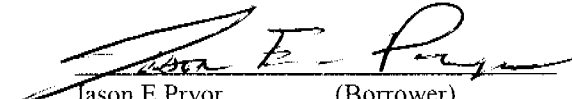
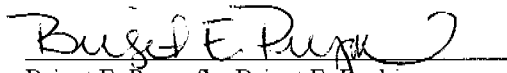
(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(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 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 terms and provisions thereof, as amended by this Agreement.


By: Gay Durgensen
Oregon Housing and Community Services
Department (Lender)

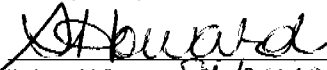

Jason E Pryor (Borrower)

Briget E. Pryor fka Briget E. Faubion (Borrower)

State of Oregon
County of Klamath SS.

On this 24 day of March, 2010, before me the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Jason E. Pryor and Briget E. Pryor fka Briget E. Faubion to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.




Printed Name S Howard
Notary Public in and for the State of Oregon
My commission expires: 11-18-11

State of Oregon

County of Marion SS.

On this 20th day of April, 2010 the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Gay Torgersen, to me known to be the Loan Servicing Specialist of Oregon Housing and Community Services Department the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for

the uses and purposes therein mentioned, and on oath that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Craig E Tillotson
Printed Name: Craig E. T. Tillotson
Notary Public in and for the State of Oregon
My commission expires: 4-11-13