

2010-011564

Klamath County, Oregon




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09/30/2010 10:01:34 AM

Fee: \$67.00

When recorded mail to: #:5843709

First American Title 
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: BROSTERHOUS - PROPERTY REPORT

This document prepared by:
Nicki Cowan, Special Loans
PNC Mortgage, a division of PNC Bank, NA
3232 Newmark Drive
Miamisburg, OH 45342
1-937-910-1212

Loan #0005575584
Tax id #R893080

LOAN MODIFICATION AGREEMENT (Interest Only, Variable Rate based on Prime)

This Loan Modification Agreement ("Agreement"), made **May 18, 2010** between **Greg A. Brosterhaus**, ("Borrower(s)") and PNC Mortgage, a division of PNC Bank, NA amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **July 6, 2007** whereby Mortgagors promised to pay the original principal amount of **\$603,000.00** and recorded in instrument number **2007-012419** in **Klamath County, State of Oregon** (2) the Note bearing the same date as, and secured 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

GRANTOR: GREG A. Brosterhaus

**1164 Paper Birch Way
Klamath Falls, Oregon 97601**
(Property Address)

Warranty: PNC Mortgage

the real property described being set forth as follows:

**LOT 1, TRACT 1472, RIDGEWATER SUBDIVISION, PHASE 1, ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK OF KLAMATH COUNTY, OREGON**

All capitalized terms defined in the Note will have the same meaning in this Agreement.

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. **BORROWER'S PROMISE TO PAY**

As of **May 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **Five Hundred Ninety Five Thousand Seven Hundred Fifty Six 22/100 (U.S. 595,756.22)** consisting of the amount(s) loaned to the Borrowers by the Lender and any interest capitalized to date.

2. INTEREST

Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender as follows: Beginning **May 1, 2010**, Borrower will pay interest at a yearly rate of **3.2500%**. The interest rate Borrower will pay may change in accordance with Section 4 of this Agreement.

The interest rate required by this Section 2 and Section 4 of this Agreement is the rate Borrower will pay both before and after any default described in the Note.

3. PAYMENTS

(A) Time and Place of Payments

Borrower will make monthly payments on the first day of every month, beginning **June 1, 2010**. Borrower will make these payments every month until all principal and interest and other charges owed under the Note are paid in full. Before the Maturity Date (defined below), Borrower's payments will consist only of the interest due on the Unpaid Principal Balance of the Note. No payments of principal are scheduled before the Maturity Date.

Payments consisting only of interest due will not reduce the Unpaid Principal Balance. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before principal. If, on **May 1, 2012**, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date."

Borrower will make monthly payments at **PNC Mortgage, P. O. Box 1820, Dayton, OH 45401-1820** or at a different place if required by the Note Holder.

(B) Amount of Borrower's Monthly Payments

Borrower's monthly payment will be in the amount of U.S. **1,613.51** until the first Change Date (defined below). After the first Change Date, Borrower's monthly payment may change in accordance with Section 3(C) and Section 4(C)(ii) of this Agreement.

(C) Monthly Payment Changes

Changes in Borrower's monthly payment will reflect changes in the Unpaid Principal Balance and in the interest rate that Borrower must pay. The Note Holder will determine Borrower's new interest rate and the changed amount of Borrower's monthly payment in accordance with Section 4 of this Agreement. Borrower's payment may also change if Borrower makes a partial prepayment of principal. The Note Holder will deliver or mail to Borrower a notice of the change as provided in the Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate Borrower will pay may change on **June 1, 2010** and on the **1st** day every month thereafter. The date on which Borrower's interest rate above could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, Borrower's interest rate will be based on an Index. The "Index" is the Prime Rate as published in *The Wall Street Journal*; it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Lender on fluctuating-rate loans. The most recent Index figure available as of each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

On each Change Date, the Note Holder will calculate Borrower's new interest rate by adding **Zero** percentage point(s) (**0.00%**) to the then Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be Borrower's new interest rate until the next Change Date.

For the monthly payments due after the first Change Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay all accrued interest each month on the Unpaid Principal Balance at the related Change Date at the new interest rate determined above. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of Borrower's monthly payment changes again.

(D) Limits on Interest Rate Charges

Borrower interest rate will never be greater than **10.500%**.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When Borrower makes a Prepayment, Borrower will tell the Note Holder in writing that Borrower is doing so. Borrower may not designate a payment as a Prepayment if Borrower has not made all the monthly payments due under the Note.

Borrower may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use Borrower's Prepayments to reduce the amount of principal that Borrower owes under the Note. However, the Note Holder may apply Borrower's Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying the Prepayment to reduce the principal amount of the Note. If Borrower makes a partial Prepayment, there will be no changes in the due date of Borrower's monthly payment unless the Note Holder agrees in writing to those changes.

Any reduction in the amount of the monthly payment due to a partial Prepayment may be offset by an interest rate increase.

6. 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.

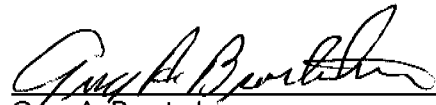
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails 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.

7. 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.
8. 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; provided that any addendum to the Note pertaining to the interim construction financing is null and void and of no further effect as of the date of this Agreement.
9. BORROWER HEREBY ACKNOWLEDGES AND AGREES TO PAY ALL AMOUNTS OUTSTANDING UNDER THE NOTE, AS MODIFIED HEREIN, ON OR BEFORE THE MATURITY DATE. BORROWER FURTHER ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED AND DOES NOT AGREE TO ANY OTHER OR FUTURE AMENDMENTS, EXTENSIONS OR CONVERSIONS AND THAT THIS AGREEMENT DOES NOT CREATE A COURSE OF DEALING BETWEEN BORROWER AND LENDER. BY SIGNING BELOW, BORROWER HEREBY IRREVOCABLY WAIVES ALL DEFENSES AND COUNTERCLAIMS AGAINST LENDER AND ITS OFFICERS, DIRECTORS, AFFILIATES, SUBSIDIARIES, PARENTS, REPRESENTATIVES, AGENTS, SHAREHOLDERS, ATTORNEYS, EMPLOYEES, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "RELEASED PARTIES"), AND FULLY, FINALLY AND IRREVOCABLY RELEASES THE RELEASED PARTIES FROM ANY AND ALL DEFENSES, COUNTERCLAIMS, OFFSETS, CROSS-CLAIMS, CLAIMS, CAUSES OF ACTION, DAMAGES AND DEMANDS OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, KNOWABLE OR UNKNOWABLE, EXISTING AS OF THE DATE OF THIS AGREEMENT ARISING OUT OF OR RELATING TO THE INTERIM CONSTRUCTION LOAN AND ANY OF THE LOAN DOCUMENTS RELATED THERETO AND THE CONSTRUCTION OF THE RELATED IMPROVEMENTS. BY SIGNING BELOW, BORROWER WARRANTS THAT ALL INFORMATION PROVIDED TO VERIFY ABILITY TO REPAY THE NOTE, AS MODIFIED HEREIN, IS ACCURATE AND WAS NOT ALTERED OR FALSIFIED IN ANY MANNER.

WITNESS



BORROWERS



Greg A. Brosterhaus

By Individuals-

County of Klamath
State of OREGON

On this the 4th day of August, 2010, before me, the undersigned Notary Public, personally appeared Greg Brosterhous, proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the written instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

April 13, 2012
My commission expires

Tammy Strop
Notary Public,



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Lender PNC Mortgage, a Division of PNC Bank, NA

Kraig Williamson
8-11-10

By: Jean Sutton
Mortgage Officer
8/11/10
Date

STATE OF OHIO
COUNTY OF MONTGOMERY

BEFORE ME, Diana M. Sanders a Notary Public in and for said County and State, personally appeared Jean Sutton AVP (Title) of PNC Mortgage, a Division of PNC Bank, NA (Lender), who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said Corporation and his/her free act and deed personally and as such officer. IN WITNESS WHEREOF, I have hereunto set my hand, this 11 day of Aug, 2010.

Notary Public: Diana M. Sanders

My Commission Expiration Date is:

**DIANA M. SANDERS, Notary Public
in and for the State of Ohio
My Commission Expires June 3, 2012**

PNC Loan Number:
Investor Loan Number:

5575584
5575584

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNDERWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to or relays repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

8-4-10

Date



GREG A BROSTERHOUS

PNC Loan Number: 5575584
Investor Loan Number: 5575584

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, as investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will confirm and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Date effective this 4th day of August, 2010 [date]

8-4-10
Date

Greg A Brosterhaus
GREG A BROSTERHOUS

State of: Oregon
County of: Klamath

Before me, a Notary Public, in and for said County, personally appeared the above named GREG A BROSTERHOUS

who is personally known to me or who has produced ORDL 1233957
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at this 4th day of August 2010 [date].

(Notary Seal is Required)

Tammy Strop (Signature)

Notary Public, state of: OREGON

My Commission Expires: April 13, 2012

