

2011-011135

Klamath County, Oregon



00108253201100111350070074

10/06/2011 09:37:32 AM

Fee: \$67.00

When recorded mail to: #6855196

First American Title

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: BRITT - MOD REC SVC

Send Tax Statements To:

[Space Above This Line For Recording Data]

Original Recorded Date: JULY 17, 2008

Freddie Mac Loan No. 527906565

Original Principal Amount: \$ 137,500.00

Loan No.

6003245684

MERS MIN

100045200000743402

**LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)**

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **24TH** day of **JUNE, 2011**, between
Mortgage Electronic Registration Systems, Inc.
by **U.S. Bank, NA, (authorized agent, Nominee)**

("Lender")

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee"),
and **DONALD L BRITT AND ROSALINDA K BRITT**

#2008-009283 on 6-24-08

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **JUNE 24, 2008**, in the original principal sum of U.S. \$ **137,500.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in

of the **Official**

Records of **KLAMATH COUNTY, OREGON**

. The

[Name of Records]

[County and State, or other Jurisdiction]

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04

CoreLogic Document Services

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CoreLogic, Inc.

OREGON

CLDS# ORFR5161 Rev. 02-24-11

This Document Prepared By:

WASILEY MAINISER

U.S. Bank N.A.

4809 Proctora Street

Owensboro, KY 42301

6003245684

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

4850 SHASTA WAY, KLAMATH FALLS, OREGON 97603

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **JULY 1, 2011**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **140,912.18**.
2. Interest Rate. 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 **6.000** %, beginning **JULY 1, 2011**, both before and after any default described in the Note. The yearly rate of **6.000** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **790.94**, beginning on the **1ST** day of **AUGUST, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2048**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 Frederica Street**
Owensboro, Kentucky 42301
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the 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 dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6. Property Transfer. 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 the 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 of the Security Instrument, within which Borrower must pay all sums secured by the 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. Compliance with Covenants. 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.

(Acknowledgments on following page)

6003245684

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA, (authorized agent, Nominee)

Rachel Fulks

Name: RACHEL FULKS

- Lender

Its: ASSISTANT SECRETARY OF MERS

Donald L. Britt

DONALD L BRITT

- Borrower

Rosalinda K Britt

ROSALINDA K BRITT

- Borrower



- Borrower

- Borrower

- Borrower

- Borrower

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

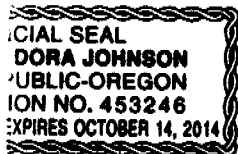
CoreLogic, Inc.

CLDS# ORFR5161-4 Rev. 02-24-11

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OREGON



6003245684

[Space Below This Line For Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of OREGON

County of LincolnThis instrument was acknowledged before me on 7-7-11 (date) by
DONALD L BRITT AND ROSALINDA K BRITT

(name(s) of person(s))

(Seal, if any)



(Signature of notarial officer)

Banker
Title (and Rank)My commission expires: Oct 14, 2014**LENDER ACKNOWLEDGMENT**State of NYCounty of DaviesThis instrument was acknowledged before me on 7-25-2011 (date) by
RACHEL FULKS as **ASSISTANT SECRETARY OF MERS** of
U.S. BANK, N.A.

(Seal, if any)

(Signature of notarial officer)

Notary
Title (and Rank)My commission expires: 10-26-2011

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04

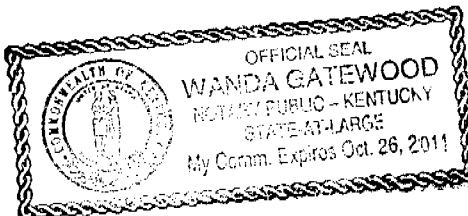
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CoreLogic, Inc.

OREGON

CLDS# ORFR5161-5 Rev. 02-24-11



6003245684

Rachel Fulks

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

State of NY

County of DANVERS

This instrument was acknowledged before me on 7-25-2011 (date) by
RACHEL FULKS as ASST SEC OF MERS of
U.S. BANK, N.A.

Wanda Gatewood
(Signature of notarial officer)

(Seal, if any)

Notary
Title (and Rank)
My commission expires: 10-26-2011



MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

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CLDS# ORFR5161-6 Rev. 02-24-11

Form 5161 3/04

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OREGON

EXHIBIT A

BORROWER(S): DONALD L BRITT AND ROSALINDA K BRITT

LOAN NUMBER: 6003245684

LEGAL DESCRIPTION:

**LOT 31 OF PLEASANT HOME TRACTS, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH
COUNTY, OREGON**

ALSO KNOWN AS: 4850 SHASTA WAY, KLAMATH FALLS, OREGON 97603