

1st 1736753

2011-012597

Klamath County, Oregon



00109965201100125970050057

When Recorded/ Return To:
Land Home Financial Services Inc
1355 Willow Way, Suite 250
Concord, CA 94520

11/09/2011 02:37:02 PM

Fee: \$57.00

[Space Above This Line For Recording Data]

Loan# 159418

MIN: 1001138-0000159418-8

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of October, 2011, between JENNIFER ANN SELL AND CARL L SELL, WIFE AND HUSBAND, ("borrower") Land Home Financial Services, A California Corporation ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated AUGUST 10, 2011, 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 on the 19TH DAY OF AUGUST, 2011 AS DOCUMENT NUMBER 2011-009580 of the County Clerk's 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:

5970 DELAWARE AVENUE, KLAMATH FALLS, OR 97603

The real property described being set forth as follows:

See Attached Exhibit A

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

1. As of NOVEMBER 1, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$79,300.00 consisting of the amounts(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 4.75% from **NOVEMBER 1, 2011**. Borrower promises to make monthly payments of principal and interest of U. S. \$413.67 beginning on the 1st day of **DECEMBER, 2011** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.75% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any timely Payment Rewards rate reduction to which Borrower may be entitled. If on **NOVEMBER 1, 2041** (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 **Land Home Financial Services, Inc., 1355 Willow Way, Suite 250, Concord, CA 94520** 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.

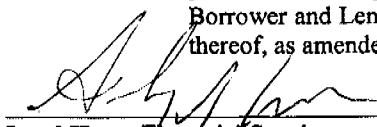
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date that notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Section 15 within 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 limitations, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 the 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.


Land Home Financial Services
ANTHONY J. WICKE, VICE PRESIDENT


Mortgage Electronic Registration Systems, Inc-Mortgagee
ANTHONY J. WICKE, VICE PRESIDENT


JENNIFER ANN SELL


CARL L SELL

State of Oregon

County of Klamath

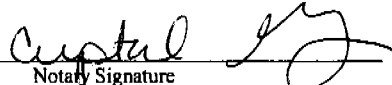
On 10/21/11 before me, Crystal Goding, a
Notary Public, personally appeared
Jennifer Ann Sell and Carl L. Sell, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same 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.

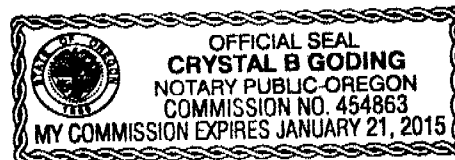
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
Paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SEAL

Prepared by:
Land Home Financial Services Inc.
2042 Wooddale Drive #160
Woodbury MN 55125

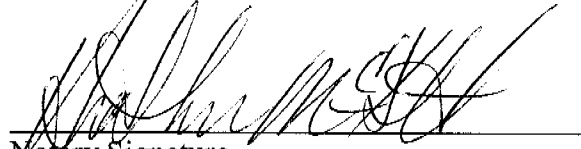

Notary Signature
Oath/Acknowledgement
Type of Notary



STATE OF MINNESOTA

COUNTY OF WASHINGTON

This instrument was acknowledged before me on October 27, 2011, by Anthony J. Wicke, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged 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 this instrument.


Notary Signature

NOTARY SEAL:



Prepared by:
Land Home Financial Services, Inc.
2042 Wooddale Drive #160
Woodbury, MN 55125

Loan modification Agreement
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Exhibit A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

THE WESTERLY 77 FEET OF THE EASTERLY 270 FEET OF LOTS 7 AND 8 HOMELAND TRACTS NO.2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

"together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herein below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufacture Home").

Make:	Tradition
Model:	4563S
Year Built:	2012
Length and Width:	60' x 56'
Serial Number(s):	ORFLB48A33272-TR13 ORFLB48B33272-TR13

HUD Label Number(s): ORE 517694
ORE 517695