

NOTE 13910-10789

2012-002440

Klamath County, Oregon



00114952201200024400020026

After recording please return to:  
South Valley Bank & Trust  
Attn: Toni Rinehart  
PO Box 5210  
Klamath Falls OR 97601

Grantor:  
Howard Hughes  
3840 Bisbee St  
Klamath Falls OR 97603

03/07/2012 03:33:05 PM

Fee: \$42.00

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of October, 2011 between Howard A Hughes ("Borrower") and Oregon Housing and Community Services Department, State of Oregon ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 29, 2005 and recorded on June 30, 2005 in Book or Liber M05, at page(s) 49746 or Document No. of the County Records of Klamath, Oregon (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

**3840 Bisbee St, Klamath Falls OR 97603**

the real property described being set forth as follows:

**Parcel 3 of Land Partition 27-94 located in the SE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian being Lot 17 and a portion of Lot 18 in Block 2 of SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk 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 and Security Instrument):

1. As of October 19, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$31,812.38 consisting of the amount(s) loaned to Borrower by Lender plus and any interest and other amounts capitalized.
2. The 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 4.950% from October 1, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$190.01 beginning on the 1<sup>st</sup> day of November, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.950%, will remain in effect until principal and interest is paid in full. If on July 1, 2035 (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.
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 the notice is delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Oregon Housing & Comm. (Seal)  
Services -Lender

By: [Signature]  
Loan Servicing Specialist  
Oregon Housing & Community Services

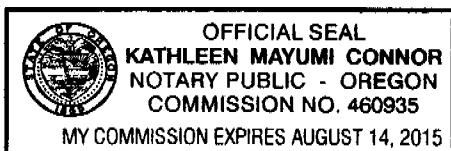
[Signature]  
Howard A Hughes -Borrower

[Space below This Line for Acknowledgments]

State of Oregon  
County of Marion

On this 15<sup>th</sup> day of February, 2011<sup>2</sup>

Before me appeared Guy Jorgensen, who being duly sworn, did say that ~~he~~/she, the said Guy Jorgensen is the Loan Servicing Specialist of Oregon Housing & Community Services and that the said instrument was executed on behalf of said Corporation

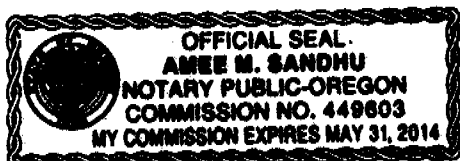


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Kathleen Connor  
Notary Public for Oregon  
My commission expires: August 14, 2015

State of Oregon  
County of Klamath

BE IT REMEMBERED, That on this 9<sup>th</sup> day of February, 2011<sup>2</sup> before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Howard A Hughes known to me to be the identical individual ✓ described in and who executed the within instrument and acknowledge to me that he executed the same freely and voluntarily



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Amee M. Sandhu  
Notary Public for Oregon  
My commission expires: May 31, 2014