

2013-001232

Klamath County, Oregon

02/04/2013 09:41:46 AM

Fee: \$57.00

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2801 Woodside Street
Dallas, Texas 75204

[Space Above This Line For Recording Data]

Loan No.: 4928776

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of November, 2012, between Seth A. Martin, an unmarried person

("Borrower/Grantor")

and Freedom Mortgage Corporation by LoanCare, a Division of FNF Servicing, Inc., as Agent under Limited POA, whose address is 3637 Sentara Way, Suite 303, Virginia Beach, Virginia 23452

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 18th, 2009, recorded June 12th, 2009, and recorded in Book/Liber N/A, Page N/A, Instrument No. 2009-008205, of the 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 4717 Onyx Pl, Klamath Falls, Oregon 97603

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the real property described being set forth as follows:

LOT 55 OF FIRST ADDITION TO SUMMERS LANE HOMES, 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 or Security Instrument):

1. As of December 1st, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 179,040.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

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 3.875 %, from November 1st, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$ 841.91, beginning on the 1st day of December, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875 % will remain in effect until principal and interest are paid in full. If on November 1st, 2042, (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 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 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. 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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 rate reduction to which Borrower may have otherwise been entitled; and


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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

19 Nov 2012
Date


Seth A. Martin (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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BORROWER ACKNOWLEDGMENT

State of Oregon §
County of Klamath §

On this 19 day of November, 2012, before me,
Renée M. Imus [name of notary], a Notary Public in and for said state,
personally appeared Seth A. Martin

[name of person acknowledged], known to me to be the person who executed the within instrument, and
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Renée M. Imus
Notary Signature

RENEE M. IMUS
Type or Print Name of Notary

Notary Public, State of Oregon

My Commission Expires: Oct 14, 2014

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Freedom Mortgage Corporation by
Loancare, a Division of FNF Servicing, -Lender
Inc., as Agent under Limited POA

11/27/12

-Date

By: Alice B. Doss
Its: Vice President

(Corporate Seal, if applicable)

LENDER ACKNOWLEDGMENT

State of Virginia §
County of Virginia Beach §

On this 27 day of NOV, 2012, before me,
BRIANNE L. SELIG [name of notary], a Notary Public in and for said state, personally appeared
ALICE B. DOSS, VP
[name of officer or agent, title of officer or agent] of Freedom Mortgage Corporation by Loancare, a Division of
FNF Servicing, Inc., as Agent under Limited POA

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me
that he/she/they executed the same for the purpose therein stated. , [name of entity]

(Seal)

I was commissioned as:
BRIANNE L. SELIG Notary Signature
Type or Print Name of Notary
Notary Public, State of VA
My Commission Expires: 1-31-16