2013-009119

Klamath County, Oregon 08/09/2013 01:42:36 PM

Fee: \$57.00

This Document Prepared By:
ADRIEN JEAN
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

First American Title Loss Mitigation Title Services 11759.1 P.O. Box 27670 Santa Ana, CA 92799

RE: GLIDEWELL - PROPERTY REPORT

Send Tax Statements To:

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

Tax/Parcel No. R576013

[Space Above This Line for Recording Data]

Original Principal Amount: \$195,000.00 Unpaid Principal Amount: \$178,805.23 New Principal Amount \$190,061.13 New Money (Cap): \$11,255.90 Freddie Mac Loan No.:326655190

\$178,805.23 Loan No: 0004438195

LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (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 1ST day of APRIL, 2013, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and WILLIAM R

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 04182013_57

0004438195

First American Mortgage Services

GLIDEWELL JR AND CECELIA M GLIDEWELL ("Borrower"), whose address is P O BOX 1928, KLAMATH FALLS, OR 97601, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated DECEMBER 15, 2005, in the original principal sum of U.S. \$195,000.00 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 on DECEMBER 20, 2005 in INSTRUMENT NO. M05-71450, of the OFFICIAL Records of KLAMATH COUNTY, OREGON. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

5392 EASTWOOD DR, KLAMATH FALLS, OREGON 97603

[Property Address]

the real property described being set forth as follows:

LOT 6 IN BLOCK 9 OF TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.
PARCEL: R576013

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. <u>Current Balance</u>. As of APRIL 1, 2013, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$190,061.13. \$50,882.38 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$139,178.75.
- 2. Interest Rate. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.0000%, beginning APRIL 1, 2013, both before and after any default described in the Note. The yearly rate of 4.0000% 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. \$581.68, beginning on the 1ST day of MAY, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2053, (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 3232 NEWMARK DR, MIAMISBURG, OH 45342 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.

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- 6. <u>Property Transfer</u>. 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.
- 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 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.

47350950 GLIDEWELL
47350950 OR
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

In Witness Whereof, the Londer	r have executed this	Agreement.			
PNC MORTGAGE, A DIVIS	ION OF PNC BAN	K, NATIONAL AS	SOCIATION		
			_ 5-	-30-13	
By AMBER JOHNSTON Mortgage Officer	(print name) (title)		Date		
	` ,	Line for Acknowled	gments]		
LENDER ACKNOWLEDGN	MENT				
State of Chis					
County of Montgom	m				
The foregoing instrument was	acknowledged befor	e me this	5-3	5-13	
(date) by AMBER JOHNSTO	ON, the MORTGA	GE OFFICER of I	NC MORTGA	GE, A DIVISION OF	
PNC BANK, NATIONAL	ASSOCIATION, a				
national association, on behalf of the national association					
Sant 1	1/1	ARIAL		SHARITA WISE NOTARY PUBLIC	
Notary Public Printed Name: Shalos	hur	THE OF ON	IN AND I	FOR THE STATE OF OHIO SSION EXPIRES SEPT. 30, 2015	
My commission expires: 2 PNC MORTGAGE, A DIVIS	ION OF PNC BAN	K, NATIONAL AS	SOCIATION		

3232 NEWMARK DR MIAMISBURG, OH 45342

In Witness Whereof, I have executed this Ag	greement.
Wither R. Meleull (Seal)	Cecelin in Deflecti (Scal)
Borrower	Borrower
WILLIAM R GLIDEWELL JR	CECELIA M GLIDEWELL
5-22-2013	5-22-13
Date	Date
(Seal)	(Seal)
Borrower	Borrower
Date	Date
(G - 1)	(Seel)
Borrower (Seal)	Borrower (Seal)
Date	Date
	This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT	
STATE OF OREGON COUNTY OF	
The foregoing instrument was ackn	nowledged before me this 22nd of May, 2013 by
WILLIAM R GLIDEWELL JR, CECEL	IA M GLIDEWELL
Signature of Person	Taking Acknowledgment Daniel Helmanh
	Printed Name Ogniel A Hernacely2
OFFICIAL SEAL DANIEL A HERNANDEZ	Title or Rank Personal Banker
NOTARY PUBLIC - ORIEGON COMMISSION NO. 449882	Commission expires June 09, 2014
MY COMMISSION EXPIRES JUNE 09, 2014	Serial Number, if any