

2014-002045

Klamath County, Oregon



00149531201400020450060064

03/11/2014 08:41:47 AM

Fee: \$67.00

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

79287273

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
TUYET TRAN, SPECIALIST

Until a change is requested all tax
statements shall be sent to the
following address.
PHH Mortgage Corporation
1 Mortgage Way
Mt. Laurel, NJ 08054

True and Actual Consideration is:
\$157,589.51

[Space Above This Line For Recording Data]
Original Recording Date: **March 25, 2005** Loan No: **0029974573**
Original Loan Amount: **\$162,400.00** Investor Loan No: **1698319331**
Original Lender Name: **ROGUE FEDERAL CREDIT UNION**

Prepared Date: May 16, 2013

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16th day of May, 2013, between **BENJAMIN L LANE AND CARRIE M LANE** ("Borrower") and **PHH Mortgage Corporation**, whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **March 23, 2005** and recorded in **Book/Liber M05, Page 20022-36**, of the **Official Records (Name of Records) of Klamath County, OR (County and State, or other Jurisdiction)** 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

5168 REGENCY DRIVE, KLAMATH FALLS, OR 97603,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

**ASSIGNMENT FROM ROGUE FEDERAL CREDIT UNION TO PHH MORTGAGE CORPORATION
RECORDED 05/09/05, BK M05, PG 33354**

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 **July 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,589.51**, 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 **4.000%**, from **July 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$658.63**, beginning on the **1st** day of **August, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **July 1, 2053** (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, 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 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.

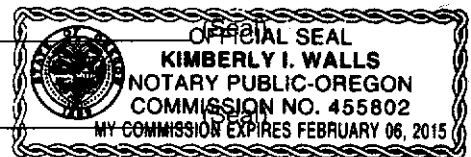
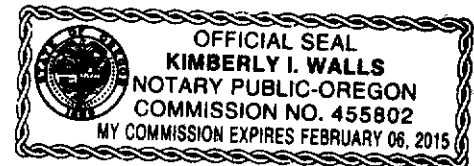
5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, the Lender and I have executed this Agreement.

Benjamin L Lane
BENJAMIN L LANE -Borrower

Carrie M Lane
CARRIE M LANE -Borrower



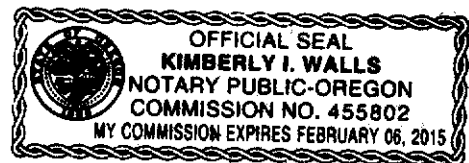
_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of *Klamath*

This instrument was acknowledged before me, a Notary Public on
August 23, 2013 by BENJAMIN L LANE AND CARRIE M LANE.

Kimberly I. Walls
(Signature of notarial officer)
Notary, Home Retention Manager
(Title or rank)



My Commission expires: *February 6, 2015*

PHH Mortgage Corporation

By: [Signature] (Seal)
- Lender

Name: CANDACE GALLARDO, ASST. V.P.
Title:

2-4-14
Date of Lender's Signature
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 2/4, 2014, before me, Karen L. Gordon,
(please print name)

a Notary Public in and for said State, personally appeared
CANDACE GALLARDO, ASST. V.P.

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: 3/22/17

Karen L. Gordon
Notary Public of New Jersey
My Commission Expires 3/22/2017

LOAN # 0029974573

EXHIBIT A

Lot 21 in Tract 1400 - REGENCY ESTATES - PHASE 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



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