

2014-002323

Klamath County, Oregon



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03/19/2014 08:29:19 AM

Fee: \$62.00

Recording Requested By and Return To:
QUICKEN LOANS INC.
SPECIAL LOANS SERVICING
635 WOODWARD AVE.
DETROIT MI 48226

Agreement for Modification of a Mortgage Reamortization

Date: March 10, 2014
Investor: Fannie Mae MBS S/S Loan Number: 1710376774
Grantee: Gerald R Hartmann & Maryann S Hartmann
Grantee Address: 13500 Lava Lane Klamath Falls OR 97603
Quicken Loan: 3316037402
Document Number: 2009-012324
Recorded: 09-16-2009 11:37:52 am
Grantee Legal Description:

The W ½ of the SW ¼ of Section 17, Township 40 South, Range 8 East of the
Willamette Meridian, of Klamath County, Oregon.

Tax Account Number(s): R4008-01700-00501-000, R40080170000501000.

Agreement for Modification of a Mortgage Reamortization

The Mortgagors identified above **Gerald R Hartmann & Maryann S Hartmann**, (hereinafter referred to as the "Mortgagor") does hereby apply for re-amortization of the payment provisions of the above-referenced mortgage loan ("Modification" or "Extension") covering an indebtedness owing from the Mortgagor to **Fannie Mae MBS S/S** (hereinafter referred to as "Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage or trust deed (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage"), and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of **Klamath**, State of **Oregon**, in **Document Number: 2009-012324**.

(2) Under the terms of said Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of **\$233,630.12**, for which amount the Mortgagor is indebted to the Mortgagee under said Mortgage, which is a valid lien.

(3) Mortgagor hereby deposits with the Mortgagee, if such deposit is required by the Mortgagee, the sum of \$ NA which is to be applied to the present balance due on the principal of said Mortgage (including advances, if any), and the sum of \$ NA, which is to be applied to the delinquent interest due on the said principal (and advances, if any), with the application of said deposited amounts to be made as of the effective date of this Agreement. If the modification or extension is not agreed to by Mortgagee, said deposited amounts shall be returned to Mortgagor.

(4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of the said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon (after the aforementioned deposits, if any, have been applied thereto) as follows: Said total balance of **\$233,630.12** is to be paid, plus interest on the unpaid balance at a rate of **5.375%** per annum (with such rate changing periodically if required by the provisions of the mortgage note), in equal monthly installments of **\$1,404.15** (excluding the sums required to be deposited for the payment of insurance, taxes, etc.). The first of said installments shall become due and payable on the 1st day of **May 2014**, and the remaining installments, as they may be changed periodically if required by the provisions of the mortgage note, successively on the 1st day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of **October 2039**, which is the present or extended maturity date.

(5) Mortgagor agrees to make the payments as specified in Paragraph (4) hereof and understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for, or liable on, the Mortgage are expressly reserved by the Mortgagee.

(c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Mortgagor and shall be secured by said Mortgage, unless stipulated otherwise by Mortgagee.

(d) Mortgagee 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 Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purposes of inducing and influencing the Mortgagee to execute this Agreement, the undersigned Mortgagor represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgaged property are as follows:

ACKNOWLEDGMENT

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage under said Agreement.

Name

Gerald R. Hartmann
Gerald R Hartmann

Patricia Doumar Patricia Doumar
Witness - Print Name & Signature

Maryann S. Hartmann
Maryann S Hartmann

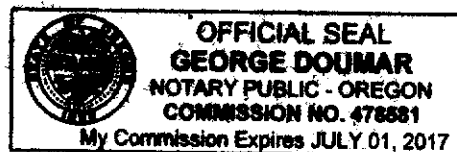
Patricia Doumar Patricia Doumar
Witness - Print Name & Signature

State of Oregon, Klamath County

Acknowledged before me in Klamath County, State of Oregon, on March 13, 2014

by Gerald R. and Maryann S. Hartmann

Notary George Doumar
County of Klamath
My commission expires July 01, 2017
Acting in the county of Klamath



AGREED TO BY:

Quicken Loans

(Mortgage Servicer)

Dawn Steffke

(Authorized Representative)

Dawn Steffke

3/14/2014

(Date)

Fannie Mae MBS S/S

(Mortgagee of Record)

Dawn Steffke

(Authorized Representative)

Dawn Steffke

3/14/2014

(Date)

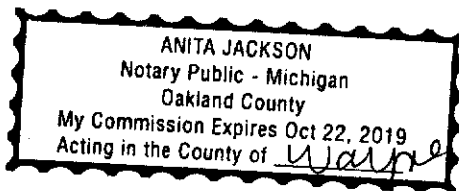
Kelly Wheeler
(Witness 1) Kelly Wheeler

Sakita Jackson
(Witness 2) Sakita Jackson

State of Michigan, Wayne County

Acknowledged before me in Wayne County, Michigan, on March 14, 2014 by

Dawn Steffke.



Notary Anita Jackson

County of Oakland

My commission expires 10-22-2019

Acting in the county of Wayne