

2014-003296

Klamath County, Oregon



00151127201400032960060068

04/14/2014 02:33:42 PM

Fee: \$67.00

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

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

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:
\$253,915.31

79325691

[Space Above This Line For Recording Data]

Original Recording Date: July 30, 2010
Original Loan Amount: \$241,000.00
Original Lender Name: PremierWest Bank

Loan No: 7117284740
Investor Loan No: 664688187

Prepared Date: February 05, 2014

LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

This Loan Modification Agreement (the "Agreement"), made and effective this 5th day of February, 2014, between **ELLSWORTH G LANG, AN UNMARRIED MAN** ("Borrower") and **PHH Mortgage Corporation**, whose address is **1 Mortgage Way, Mt Laurel, NJ 08054** ("Lender"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **July 26, 2010**, in the original principal sum of U.S. **\$241,000.00** 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 in **Instrument No: 2010-009050**, of the **Official Records (Name of Records)** of **Klamath County, OR (County and State, or other Jurisdiction)**. The Security Instrument covers the

real and personal property described in the Security Instrument and defined as the "Property", located at
36407 AGENCY LAKE LOOP ROAD, CHILOQUIN, OR 97624,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

**ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS
NOMINEE FOR PREMIERWEST BANK TO PHH MORTGAGE CORPORATION RECORDED 04/15/13,
DOC 2013-003930.**

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Current Balance. As of **February 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$253,915.31**.
2. Interest Rate. 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 **4.625%**, beginning **February 1, 2014**, both before and after any default described in the Note. The yearly rate of **4.625%** 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. **\$1,161.99**, beginning on the **1st** day of **March, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2054** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **PO Box 5457, Palatine, IL 60055-0112** 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.
6. Property Transfer. 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.

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.

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

Ellsworth G Lang 2/13/14 (Seal)
ELLSWORTH G LANG -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Oregon

County of Klamath

This instrument was acknowledged before me, a Notary Public on

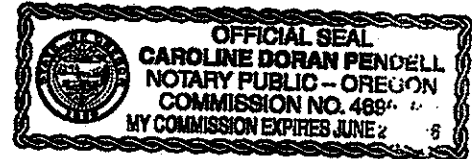
2/13/14 by

ELLSWORTH G LANG, AN UNMARRIED MAN.

Caroline Doran Pendell
(Signature of notarial officer)

Notary Public - Oregon
(Title or rank)

My Commission expires : June 25, 2016



Origination Company: PHH Mortgage Corporation
NMLSR ID: 2726

PHH Mortgage Corporation

By: _____ (Seal) - Lender

Name: _____
Title: **JOSHUA DAWSON, ASST. V.P.**

3/7/14
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 3/7, 2014, before me, **REBECCA SEAMAN**
(please print name)

a Notary Public in and for said State, personally appeared

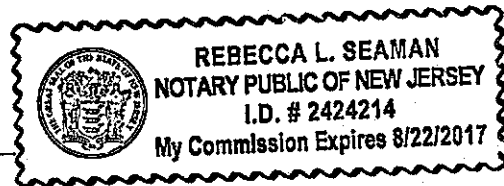
JOSHUA DAWSON, ASST. V.P.

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.

Rebecca Seaman
Notary Public

Notary Public of New Jersey
My Commission expires: 8/22/2017



LOAN # 7117284740

EXHIBIT A

The following described parcel of land in Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, to wit:

Beginning at a point 214.4 feet East and 33.9 feet South of the SW corner of Government Lot 8, thence North 412 feet to iron pipe in concrete, thence East 530 feet to iron pipe; thence South 412 feet; thence West 530 feet to point of beginning.



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