

2014-003829

Klamath County, Oregon



00151736201400038290070076

04/23/2014 09:18:47 AM

Fee: \$72.00

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This Document Prepared By:  
NATIONSTAR MORTGAGE LLC  
350 HIGHLAND DRIVE  
LEWISVILLE, TX 75067  
Steve Safavi

Until a change is requested all tax  
statements shall be sent to the  
following address.

NATIONSTAR MORTGAGE LLC  
350 HIGHLAND DRIVE  
LEWISVILLE, TX 75067

True and Actual Consideration is:  
\$5,104.67

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Original Recording Date: April 03, 2009

Loan No: 604731430

Original Loan Amount: \$215,033.00

FHA Case Number: 431-4713891-703-203B

MIN Number: 100031700004751836



REF: 201407

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20th day of September, 2013, between **GARY DENNEY** whose address is **3731 LA MARADA WAY, KLAMATH FALLS, OR 97603** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 31, 2009** and recorded in **Book/Liber N/A**, Instrument No: **2009-004726**, 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 **3731 LA MARADA WAY, KLAMATH FALLS, OR 97603**,

(Property Address)



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HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 6 8 0 6 6 + 1 0 \*

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the real property described being set forth as follows:

**See Exhibit "A" attached hereto and made a part hereof;**

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 **November 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$200,883.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$944.63**, beginning on the **1st** day of **December, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2043** (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; and



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- (b) all terms and provisions of any adjustable rate rider, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
  6. 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 as 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.
  7. Borrower agrees to make and execute other documents or papers as may be necessary 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.



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[Signature] 3-27-14 (Seal)  
GARY DENNEY -Borrower

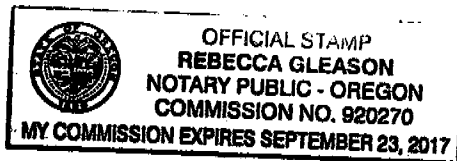
[Space Below This Line For Acknowledgments]

State of Oregon  
County of Klamath

This instrument was acknowledged before me on March 27, 2014 by  
Gary Denney

[Signature]  
(Signature of notarial officer)  
Notary Public  
(Title or rank)

My Commission expires : 9-23-2017



NATIONSTAR MORTGAGE LLC

By: [Signature] (Seal) - Lender

Name: Bianca Hockensmith  
Title: Assistant Secretary

4/1/14  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

This instrument was acknowledged before me, on 4-1-14 by

Bianca Hockensmith, the Assistant Secretary of  
Nationstar Mortgage LLC

Krueve  
(Signature of notarial officer)

Notary Public

(Title or rank)

My Commission expires : 7-15-17




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 Bianca Hockensmith 4/1/14  
Mortgage Electronic Registration Systems, Inc - Nominee for Lender  
Title: Assistant Secretary  
[Space Below This Line For Acknowledgments]

State of Texas  
County of Dallas

This instrument was acknowledged before me on 4-1-14 by  
Bianca Hockensmith, the Assistant Secretary of  
Mortgage Electronic Registration System, Inc.

  
(Signature of notarial officer)

Notary Public  
(Title or rank)

My Commission expires : 7-15-17



## Exhibit "A"

Loan Number: **604731430**

Property Address: **3731 LA MARADA WAY, KLAMATH FALLS, OR 97603**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF KLAMATH, OREGON:  
LOT 8 IN BLOCK 15, TRACT 1112, EIGHTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
COUNTY, OREGON.



\* 6 0 4 7 3 1 4 3 0 \*

Exhibit A Legal Description Attachment 11/12



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