

2014-006171

Klamath County, Oregon



00154513201400061710070073

06/11/2014 08:44:59 AM

Fee: \$72.00

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

This Document Prepared By:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Tatiana Vakidis

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:
\$8,500.00

[Space Above This Line For Recording Data]

Original Recording Date: **February 19, 2008**
Original Loan Amount: **\$195,387.00**

Loan No: **601312663**
FHA Case Number: **4314363690703**
MIN Number: **100275600200258120**

FILE *151*



REF87750106A

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of November, 2013, between **RANDY WHITTINGTON** whose address is **PO BOX 2541, LA PINE, OR 97739** ("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 **February 11, 2008** and recorded in **Book/Liber N/A**, Instrument No: **2008-002030**, 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



* 6 0 1 3 1 2 6 6 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 0 6 2 9 3 + 1 0 *

(page 1 of 6)

150374 MIDSTATE RD, LA PINE, OR 97739,

(Property Address)

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 **December 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$178,745.00**, 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 **December 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$840.53**, beginning on the **1st** day of **January, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 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



* 6 0 1 3 1 2 6 6 3 *

HUD MODIFICATION AGREEMENT

8300h 11/12



* 1 0 6 2 9 3 + 1 0 *

(page 2 of 6)

under the Note; and

- (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.



* 6 0 1 3 1 2 6 6 3 *

HUD MODIFICATION AGREEMENT

8300h 11/12



* 1 0 6 2 9 3 + 1 0 *

(page 3 of 6)

Randy Whittington 5 17 14 (Seal)
RANDY WHITTINGTON -Borrower

_____[Space Below This Line For Acknowledgments]_____
State of Oregon

County of Deschutes

This instrument was acknowledged before me on 5-17-2014 by
Randy Whittington

[Signature]
(Signature of notarial officer) Derek John Chappel

Notary Public
(Title or rank)

My Commission expires : 3-24-18



* 6 0 1 3 1 2 6 6 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 0 6 2 9 3 + 1 0 *

NATIONSTAR MORTGAGE LLC

By: _____ (Seal) - Lender
Name: Bianca Hockensmith
Title: Assistant Secretary

5/27/14
Date of Lender's Signature _____
[Space Below This Line For Acknowledgments] _____

State of Texas

County of Dallas

This instrument was acknowledged before me, on 5-27-14 by

Bianca Hockensmith, the Assistant Secretary of
Nationstar Mortgage LLC

[Signature]
(Signature of notarial officer)

Notary Public
(Title or rank)

My Commission expires : 7-15-17



* 6 0 1 3 1 2 6 6 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 0 6 2 9 3 + 1 0 *

[Signature] Bianca Hockensmith 5/27/14
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 5-27-14 by
Bianca Hockensmith, the Assistant Secretary of
Mortgage Electronic Registration System, Inc.

[Signature]
(Signature of notarial officer)
Notary Public

(Title or rank)

My Commission expires : 7-15-17



Exhibit "A"

Loan Number: 601312663

Property Address: 150374 MIDSTATE RD, LA PINE, OR 97739

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: LOT 2 IN BLOCK 3, FIRST ADDITION TO ANTELOPE MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1