

2015-007398

Klamath County, Oregon

07/08/2015 09:15:43 AM

Fee: \$62.00

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Prepared by:
Lakeview Loan Servicing, LLC
Attn: Deidra L. Thompson, Loss Mitigation Dept.
425 Phillips Blvd., Ewing, N.J. 08618

Please Record and Return to:

Blackstone Settlement Services, LLC
825 Glenside Avenue
Suite B
Wyncole, Pa 19095

FHA # 431-5675124/734
Loan # 0063236871
MIN 1001073 1123070295 4
SIS No. (888) 679-MERS

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **15th** day of **May, 2015**, between **James R. Hill**, whose address is 10416 Kincheloe Avenue, Klamath Falls, Oregon, 97603 ("Borrower") and **Mortgage Electronic Registration Systems, Inc. ("MERS") as Nominee for Sun West Mortgage Company, Inc., its successors and assigns**, whose address is c/o Cenlar FSB 425 Phillips Blvd., Ewing, N.J. 08618 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, in the amount of **\$120,407.00** given to **Mortgage Electronic Registration Systems, Inc. ("MERS") as Nominee for Sun West Mortgage Company, Inc., its successors and assigns**, dated **December 21, 2012**, and recorded on **December 31, 2012** as Document No. **2012-014474** in the Office of the **Klamath County Recorder, Oregon**, 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

10416 Kincheloe Avenue, Klamath Falls, Oregon, 97603,

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 **June 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$122,890.03** consisting of the unpaid amount(s) loaned to the Borrower by the Lender and any capitalized interest, escrows, costs and fees to date. The Unpaid Principal Balance prior to the Modification was **\$116,862.73**.
- 2) The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%**, from **June 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$586.70** beginning on the **1st** day of **July, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2045** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at:

Lakeview Loan Servicing, LLC
425 Phillips Blvd., Ewing, N.J. 08618

or at such other place as the Lender may require.

- 3) If all or any part of the Property or any interest in it is sold or transferred (or if beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4) The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as 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
 - 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) 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

**Mortgage Electronic Registration
Systems, Inc. ("MERS") as Nominee for
Sun West Mortgage Company, Inc.,
its successors and assigns (Lender)**

By: _____

Marianne P. Doroba
Vice President

Title: _____

James R. Hill

(Seal)
- Borrower

(Seal)
- Borrower

Dated as to Lender: 6-3-15

NOTARY'S ACKNOWLEDGEMENT

Loan Modification
James R. Hill
Loan # 0063236871

STATE OF OREGON

COUNTY OF CLATSOP SS:

This instrument was acknowledged to me on MAY 20TH, 2015 by James R. Hill.

In witness whereof, hereunto set my hand and official seal.

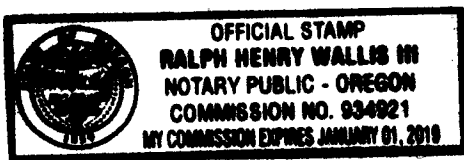
Ralph H. Wallis III
Notary Public

Printed Name: Ralph H. Wallis III

My Commission Expires:

01/01/2019

SEAL/STAMP



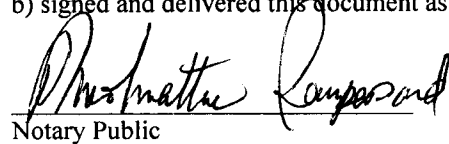
NOTARY ACKNOWLEDGEMENT

Loan Modification
JAMES R HILL
Loan # 0063236871

State of New Jersey, County of Mercer)ss:

I CERTIFY that on this the 3rd day of June 2015, Marianne P. Doroba Vice President at 425 Phillips Blvd., Ewing, NJ 08618 personally came before me and acknowledged under oath to my satisfaction, that this person:

- a) is named in and personally signed the attached document; and
- b) signed and delivered this document as her act and deed; and for the purposes therein expressed.

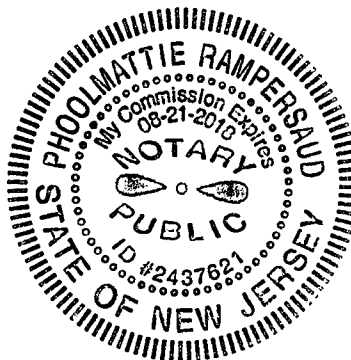

Notary Public

Print Name: Phoolmattie Rampersaud

My commission expires:

8-21-18

SEAL/STAMP



Loan Modification
James R. Hill
Loan # 0063236871

EXHIBIT A

UNIT 10416 (KINCHELOE AVENUE), TRACT 1365 – FALCON HEIGHTS CONDOMINIUMS – STAGE 2,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF
KLAMATH COUNTY, OREGON.