

'04 NOV 24 AM 8:12

citibank®

Record and Return to:



Southpointe Plaza II
Suite 300
380 Southpointe Blvd.
Canonsburg, PA 15317
(800) 920-0050

232686

RV

State of Oregon, County of Klamath

Recorded 11/24/04 8:12 A mVol M04 Pg 80983-86

Linda Smith, County Clerk

Fee \$ 36 # of Pgs 4**NOTE AND MORTGAGE MODIFICATION AGREEMENT**Citibank Loan # 2708677832**[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]**

THIS AGREEMENT is made and entered into this **August 20, 2004**, by and between Citibank, F.S.B., whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **DAVID A RUDDOCK and PAMELA RUDDOCK, HUSBAND AND WIFE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **5329 MILLER AVENUE, KLAMATH FALLS, OR 97603**.

WHEREAS, Borrower obtained a home equity line of credit from Lender on 8/26/2003, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as **Vol M03 Page 74336-44** of the Official Records of **KLAMATH** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$16,000.00**; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$22,800.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$22,800.00**.
2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.


36✓



80984

3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.


DAVID A RUDDOCK
Date 08/20/2004


PAMELA RUDDOCK
Date 08/20/2004


Date

Date

Date

Date

Citibank, F.S.B.

By: 
Name: Debbie Paltuk White
Title: CLVP



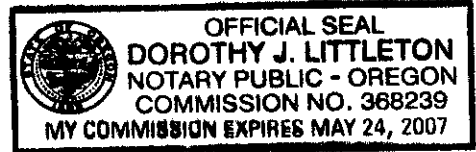
80985

STATE OF OREGON)SS
County of KLAMATH)

The foregoing instrument was acknowledged before me on August 20, 2004 (date) by DAVID A RUDDOCK and PAMELA RUDDOCK.

Witness my hand and official seal: Dorothy J. Littleton
(date commission expires): 5-24-07

Notary Public for: OREGON



IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____ Title

This document prepared by:
Umisha Sharma
Citibank
11800 Spectrum Center Dr.
Reston, VA 22090



80986

NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION

THE WEST ONE-HALF OF TRACT 117 OF PLEASANT HOME TRACT NO. 2, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON;

SUBJECT: RESERVATIONS, RESTRICTIONS, EASEMENT AND RIGHTS OF WAY OF RECORD AND
THOSE APPARENT ON THE LAND.