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Vol M05 Page 02991

State of Oregon, County of Klamath
Recorded 01/14/05 9:26 a m
Vol M05 Pg 02991-93
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: **ANA PATRICIA LOPEZ**
CLD Deficiency Department
DOC. ID#: **000475005232005N**

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE
TRUST DEED (LINE OF CREDIT TRUST DEED)**

This Loan Modification Agreement (the "Agreement"), made this **17th** day of **December**, **2004** between **GARY L GIVENS**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender"), amends and supplements that certain **TRUST DEED (LINE OF CREDIT TRUST DEED)** between, **AMERICA'S WHOLESALE LENDER**, and **GARY L GIVENS**, dated **February 20, 2004** and recorded on **February 25, 2004** as Book Number **M04**, Page Number **10892** in the Official Records of the **KLAMATH** County, State of **OREGON** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**2136 CABLE ST
KLAMATH FALLS, OR 97601**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

• **TO COMPLETE THE NOTARY SECTION OF THE DEED OF TRUST ON PAGE 4**

The Borrowers shall comply with all other covenants, agreements and requirements of 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 Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

02992

Countrywide Home Loans, Inc.

A handwritten signature in cursive script, appearing to read "Tracy Schreiner", written over a horizontal line.

By: Tracy Schreiner
Its: Assistant Vice President

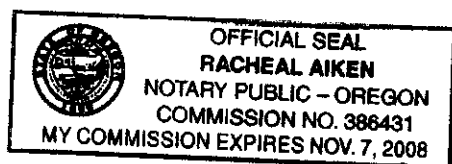
A handwritten signature in cursive script, appearing to read "Gary L. Givens", written over a horizontal line.
GARY L GIVENS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Oregon)
COUNTY OF Klamath) SS.
On this 28th Day of December 2004, BEFORE ME,
Racheal Aiken
(Notary Public)

personally appeared, **GARY L GIVENS**, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL



(SEAL)

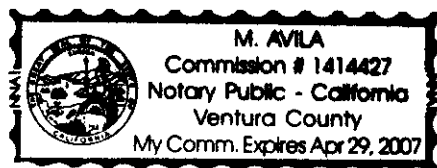
Racheal Aiken
Notary Public

Commission Expires: NOV 7, 2008

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 7th day of January ^{S.M.A.} 2006, before me, **M. Avila**, Notary Public, personally appeared **Tracy Schreiner**, **Assistant Vice President** for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

M. Avila
Notary Public

Commission Expires: _____

April 29, 2007