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Vol M05 Page 23184

State of Oregon, County of Klamath  
Recorded 04/05/2005 8:43 A m  
Vol M05 Pg 23184-86  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

THIS INSTRUMENT PREPARED BY:  
Kimberly Medeiros PTX 137  
6400 Legacy Drive, Plano, TX 75024

1 When recorded mail to:  
LSI - North Recording Division  
5029 Dudley Blvd  
McClellan, CA 95652 1205557  
(800) 964-3524

**MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST**

LOAN NUMBER: 60304759  
MIN: 100071200000238806

ASSESSOR PARCEL NUMBER: N/A  
MERS Phone: 1-888-679-6377

This Modification Agreement (the "Agreement") is made as of **February 8, 2005**, between **CHRISTOPHER W. BARRINGTON and NICKOLE BARRINGTON** (the "Borrowers"), Countrywide Home Loans, successor in interest to GATEWAY BUSINESS BANK, dba MISSION HILLS MORTGAGE BANKERS, ("Lender"), and Mortgage Electronic Registration Systems, Inc., ("Mortgagee"), and amends and supplements that certain **Note** and that certain **Deed of Trust dated August 10, 2004**, granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint Michigan 48501-2026, and filed for record August 13, 2004, in Book Volume **M04** Page **53378**, in the Official Records of **Klamath County, State of Oregon** (the "Security Instrument"), and covering the real property with a common street address of: **19780 POPE ROAD, MERRILL, OREGON 97633**, but more specifically described as follows:

**SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.**

1. The terms of the Note and Security Instrument are hereby amended and modified as follows:
  - ☐ a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to:
  - ☒ b. commencing on **March 1, 2005**, the interest on my Note shall be **6.125** percent per annum.
  - ☒ c. commencing on **April 1, 2005**, my regular monthly principal and interest payment under the Note shall be **\$1,142.31**.
  - ☐ d. the new Construction Completion Date is: February 10, 2005.
  - ☒ e. the new Promissory Note Maturity Date is: **March 1, 2035**.
  - ☒ f. section 4 of the Note and Adjustable Rate Rider to the Deed of Trust is: **No Longer Applicable**.
2. Borrower consents to Lender attaching this Agreement to the Note itself.
3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

See Page Two for Borrower(s) Acknowledgement

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LOAN NUMBER: 60304759  
MIN: 100041200000238806

ASSESSOR PARCEL NUMBER: N/A  
MERS Phone: 1-888-679-6377

**MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST**

(Continued)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

*Christopher W Barrington*  
**CHRISTOPHER W BARRINGTON**

**BORROWERS**

*Nickole Barrington*  
**NICKOLE BARRINGTON**

Notary Acknowledgement for Borrowers

State of ✓ OREGON  
County of ✓ Klamath

On ✓ February 11, 2005, before me, the undersigned Notary Public, personally appeared CHRISTOPHER W BARRINGTON and NICKOLE BARRINGTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the individuals, or the entity upon behalf of which the individuals acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL



*Elisa D. Olson*  
Notary Public ✓ FOR Oregon

My Commission Expires ✓ 6-25-05  
Elisa D. Olson

(NOTARY SEAL) ✓

**PLEASE DO NOT WRITE BELOW - COUNTRYWIDE ONLY**

Notary Acknowledgement

State of Texas  
County of Collin

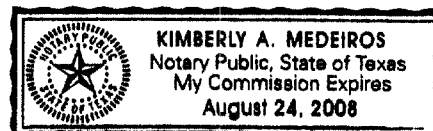
Countrywide Home Loans, Inc., and  
Mortgage Electronic Registration Systems, Inc.

*Stephen M. Heintz*  
Stephen M Heintz, Vice President

On February 17, 2005, before me, the undersigned Notary Public, personally appeared Stephen M Heintz, Vice President, Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public *Kimberly A Medeiros*  
Kimberly A. Medeiros



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53389

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcel 2 of Land Partition 29-03, said Land Partition being situated in the S1/2 S1/2 of Section 28 and in Section 33, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and the NE1/4 of Section 4, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress over and across the Easterly 30 feet of the SW1/4 NE1/4 of Section 4, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, as created by instrument recorded April 16, 2004 in Volume M04, page 22529, Microfilm Records of Klamath County, Oregon.

AND TOGETHER WITH an easement for ingress and egress over and across the Easterly 30 feet of that portion of Parcel 1 lying Southerly of said Parcel 2 as delineated on the face of said Land Partition 29-03.

Tax Account No: 4011-03300-00302-000

Key No: 890265

THIS DOCUMENT IS FILED FOR  
RECORD BY FIDELITY NATIONAL  
TITLE INS. CO. AS AN ACCOMODATION  
ONLY. IT HAS NOT BEEN EXAMINED  
AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON THE TITLE.