

After recording return to:  
Washington Mutual, FA  
2150 Cabot Blvd. West

Langhorne, PA 19047  
Attn: Group 9, Inc.



## MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number: 99452690

Borrowers:  
MARK W AHALT  
TAMMY L AHALT

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on July 14, 2005 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on 10/07/2002 as Instrument No.                     , in Book or Liber M02, Page(s) 57084, in the Official Records of KLAMATH County, Oregon. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

The maximum principal amount to be advanced pursuant to Credit Agreement secured hereby is \$75,000.00. The Debt, as defined below, is due and payable in full, if not paid early on 07/19/2035.

You and Bank agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by each of you and the Bank.

2. **Modified Terms and Conditions.** The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or

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0099452690

substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

Last Four Digits of Account No.: 2690

Property Address:

460 HAVENCREST CT Klamath Falls, OR 97603-3979

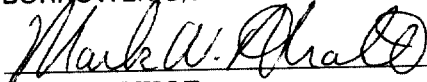
Washington Mutual Bank, FA

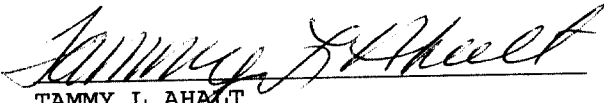
By: 

Its: 

(Officer Title)

BORROWER(S):

  
MARK W AHALT

  
TAMMY L AHALT

STATE OF OREGON

) ) SS

COUNTY OF KLATSKAN

On this day personally appeared before me \_\_\_\_\_ and  
 MARK W AHALT \_\_\_\_\_ and  
 TAMMY L AHALT \_\_\_\_\_ and  
 \_\_\_\_\_ and  
 \_\_\_\_\_ and  
 \_\_\_\_\_ and  
 \_\_\_\_\_ and

to me known to be the individuals described in and who executed the within and foregoing instrument, and  
 acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes  
 therein mentioned. Witness my hand and official seal this 14<sup>th</sup> day of JULY, 2005.

Ann Cook Hampton  
 Notary Public in and for the State of Oregon  
 Residing at: KLATSKAN FALLS OR  
 My Appointment expires: 5-16-08



EXHIBIT "A"  
ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH,  
STATE OF OREGON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 19 IN BLOCK 10 IN THE NORTH HILLS SUBDIVISION, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
COUNTY, OREGON.

**EXHIBIT "B"**  
**ATTACHMENT TO SECURITY INSTRUMENT**

**Annual Fee:** There is no annual fee on your Account.

**Credit Limit:** The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$50,000.00, from the current amount of \$25,000.00 to the increased amount of \$75,000.00. All other terms and conditions relating to the credit limit including, without limitation, our ability to reduce the credit limit during any period when certain events have occurred on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

**Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE:** The daily periodic rate and ANNUAL PERCENTAGE RATE that will apply to variable rate advances under the Agreement will be determined as set forth in the Agreement. However, any provisions of the Agreement that provide for a minimum daily periodic rate and minimum ANNUAL PERCENTAGE RATE are hereby deleted.

**Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE:** The minimum daily periodic rate that will apply to variable rate advances under the Agreement is hereby changed to 0.000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000000 %).

**Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates:** The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

**CORPORATE NOTARY  
ACKNOWLEDGEMENT**

Loan Number: 0099452690

STATE OF ILLINOIS     )  
                                  )ss.  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 25th day of JULY, 2005

by SHERRY KOWALSKI

as OFFICER of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 01/12/06

  
\_\_\_\_\_  
Notary Public

