

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

Langhorne, PA 19047  
Attn: Group 9, Inc.

**M05-66965**

Klamath County, Oregon  
10/20/2005 08:30:57 AM  
Pages 6 Fee: \$46.00



**Washington  
Mutual**

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

Loan Number: 0064128580

Borrower(s): WILL ED BRYSON JR & LYNDIA E BRYSON

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on JULY 6, 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 05/13/2003 as Instrument No. \_\_\_\_\_, in Book or Liber M03/31803, Page(s) 31803, 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 \$120,000.00. The Debt, as defined below, is due and payable in full, if not paid early on 07/10/2035.

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

4/20

0064128580

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.: 8580

Property Address:

5030 BARRY AVE Klamath Falls, OR 97603-8003

Washington Mutual Bank, FA

By: Joe Minkme

Its: OFFICER

(Officer Title)

BORROWER(S):

Will Ed Bryson Jr  
WILL ED BRYSON JR

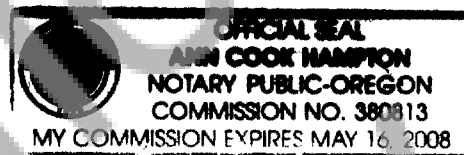
Lynda E Bryson  
LYNDA E BRYSON

STATE OF OREGON )  
 ) SS  
 COUNTY OF KLAMATH )

On this day personally appeared before me \_\_\_\_\_  
 WILL ED BRYSON JR \_\_\_\_\_ and  
 LYND E BRYSON \_\_\_\_\_ 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 4 day of JULY, 2005.

Ash Cook Hampton  
 Notary Public in and for the State of Oregon  
 Residing at: KLAMATH FALLS, OR  
 My Appointment expires: 3-16-08



**CORPORATE NOTARY  
ACKNOWLEDGEMENT**

Loan Number: 64128580

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by IRENA MCNAMARA  
as \_\_\_\_\_ OFFICER \_\_\_\_\_ of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: MAY 15, 2006

Mary E Bertrand  
Notary Public



EXHIBIT "A"  
ATTACHMENT TO SECURITY INSTRUMENT

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

LOT 19, LAMRON HOMES, 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 \$43,000.00, from the current amount of \$77,000.00 to the increased amount of \$120,000.00. 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.

**Margin:** The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to 0.35%.