

M05-70377

Klamath County, Oregon

12/05/2005 08:45:39 AM

Pages 5 Fee: \$41.00

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann 1699066

When recorded mail to:

LSI - North Recording Division

5029 Dudley Blvd

McClellan, CA 95652 1699066

(800) 964-3524

LOAN NUMBER: 83649346

ASSESSOR PARCEL NUMBER:

031-231-001

891000

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND
DISCLOSURE STATEMENT**

This Modification Agreement (the "Modification") is made as of 9/22/2005, between John W Gatlin and Viola Gatlin (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide Home Loans, Inc."), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in John W Gatlin and Viola Gatlin, dated 10/1/2004 and recorded 10/20/2004, in Book Number M04, at Page Number 71291, as Document No. -----, in the Official Records of the County of Klamath, State of Oregon (the "Security Instrument"), and covering the real property with a commonly known address of: 2068 GARY ST KLAMATH FALLS, OR 97603 (the "Property"), and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Credit Limit: My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$60,000.00.

2. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;

Initials

JS VS

411

LOAN NUMBER: 83649346

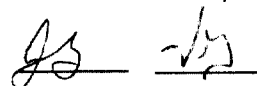
- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 10/1/2004. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

3. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

4. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective no later than the first business day of the next month following receipt by Countrywide Home Loans, Inc.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans, Inc. within fourteen (14) days from the above-specified date.

5. Modification Fee: Borrower(s) agree to pay a fee of \$150.00 which Countrywide Home Loans, Inc. will charge to the credit line governed by the Home Equity Line of Credit Agreement and Disclosure Statement upon closing of this modification.

Initials



LOAN NUMBER: 83649346

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

John W Gatlin 9-27-05 **BORROWER(S)** Viola Gatlin 9-27-05
John W Gatlin Date Viola Gatlin Date

Witness _____ Signature of Witness
Witness _____ Signature of Witness

CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

Date Date

Witness _____ Signature of Witness
Witness _____ Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of Oregon
County of Klamath

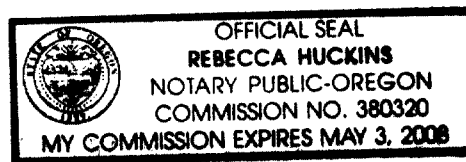
On September 27 2005 before me, Rebecca Huckins
Date Name of Notary Public

personally appeared John W Gatlin and Viola Gatlin is subscribed to
Name(s) of Borrower(s)/Owner(s)

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature 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

Signature Rebecca Huckins
Signature of Notary Public



REBECCA HUCKINS

LOAN NUMBER: 83649346

PLEASE DO NOT WRITE BELOW - COUNTRYWIDE HOME LOANS, INC. ONLY

LENDER

COUNTRYWIDE HOME LOANS, INC.

By:

Gary Hill
Gary Hill, 1st Vice President

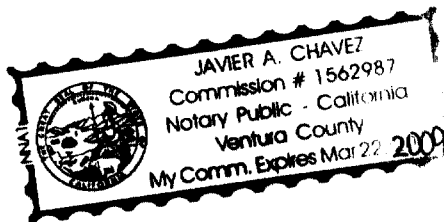
Notary Acknowledgement for Lender
State of California
County of Ventura

On 10-13-05, before me, Javier A. Chavez,
personally appeared Gary Hill, 1st Vice President of Countrywide Home Loans, Inc., A New York Corporation,
personally known to me to be the person whose name is subscribed 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 the entity upon behalf of which the person acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

Signature

Javier A. Chavez
Signature of Notary Public

JAVIER A. CHAVEZ



LOAN# 83649346

County of Sonoma, State of California

Lot 1, Block 1, as numbered and designated upon the recorded Map of Melita Heights Subdivision No. 1 filed in the Office of the Sonoma County Recorder on December 31, 1958 in Book 80 of Maps at Pages 12 and 13, Sonoma County Records.

APN/Parcel ID 031-231-001

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.