

MTC - 69953MS

M05-71827

Klamath County, Oregon

12/27/2005 02:49:32 PM

Pages 5 Fee: \$41.00

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: **CAROLIN GALANTE**
CLD Deficiency Department
DOC. ID#: **0001073961662005N**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

MIN#: 100015700051715528

This Loan Modification Agreement (the "Agreement"), made this **2nd** day of **December**, **2005** between **FRANK J ELSWICK II**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **DEED OF TRUST** dated **June 27, 2005** and 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 recorded on **July 01, 2005** as **Book Number M05, Page Number 50611** 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:

30244 MEADOW LARK DR

BONANZA, OR 97623

****see legal description attached hereto and made a part hereof as Exhibit "A"**

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

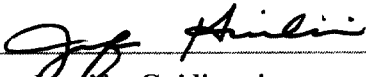
- **TO ADD THE LOT NUMBER THAT WAS MISSING FROM THE LEGAL DESCRIPTION AT THE TIME OF RECORDING: LOT 31**

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.

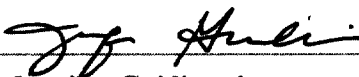
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain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

41.00

Countrywide Home Loans, Inc.


By: Jennifer Guidicessi
Its: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.


By: Jennifer Guidicessi
Its: Assistant Vice President


FRANK J. ELSWICK II

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

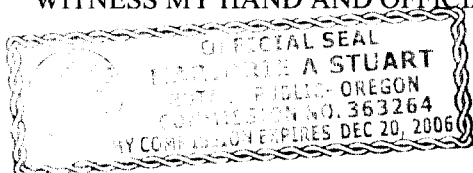
STATE OF OR)
COUNTY OF Klamath) SS.
)

On this 19th Day of Dec 2005, BEFORE ME,

M A Stuart
(Notary Public)

personally appeared, **FRANK J ELSWICK II**, 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



M A Stuart
Notary Public

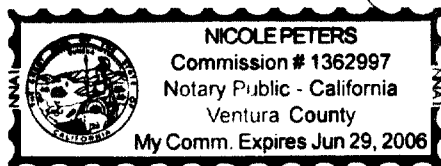
(SEAL)

Commission Expires: 12/20/06

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 5 day of Dec 2005, before me, **Nicole Peters**, Notary Public, personally appeared **Jennifer Guidicessi**, **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.



Nicole Peters
Notary Public

(SEAL)

Commission Expires: 6-29-06

June 29, 2006

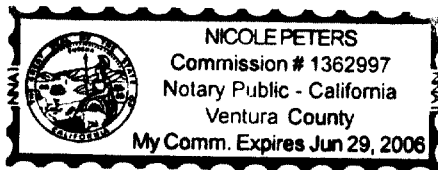
STATE OF CALIFORNIA

COUNTY OF VENTURA

)
) SS.
)

On this 5 day of Dec 2005, before me, **Nicole Peters**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Mortgage Electronic Registration Systems, 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)

A large, stylized handwritten signature in black ink, appearing to read 'Nicole Peters', written over a horizontal line.

Notary Public

Commission Expires: 6-29-06

June 29, 2006

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 31, 32 and 33, Block 14 of KLAMATH FALLS FOREST ESTATES HIGHWAY 66
UNIT PLAT NO. 1, according to the official plat thereof on file in the office of the County
Clerk of Klamath County, Oregon.

Account No.: 3711-021C0-05500-000

Key No.: 389877