

M06-00700

Klamath County, Oregon

01/13/2006 08:11:41 AM

Pages 3 Fee: \$31.00

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20th day of December, 2005, between Christina Simon ("Borrower") and Wells Fargo Home Mortgage, Inc. ("Lender"), amends and supplements (1) the Deed of Trust and the Adjustable Rate Rider attached to the Deed of Trust and incorporated therein collectively, (the "Security Instrument"), dated March 24, 2003 and recorded in Volume M03, at page(s) 18784-18805, of the Linda Smith County Clerk Records of Klamath, Oregon and (2) the Adjustable Rate Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

27111 Godowa Springs Road, Beatty, Oregon 97621,
[Property Address]

the real property described being set forth as follows:

See Exhibit "A" incorporated herein by reference

As of December 20, 2005, the amount payable under the Adjustable Rate Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$148,494.88, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

The Adjustable Rate Note and Security Instrument are hereby modified as follows:

1. **CAPTION.** The Index statement within the parentheses immediately underneath the loan document title on the Adjustable Rate Note and the Adjustable Rate Rider is hereby changed so that it reads in its entirety as follows:
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)-Rate Caps)
2. **THE INDEX.** The second sentence of Paragraph 4 (B) on both the Adjustable Rate Note and the Adjustable Rate Rider is hereby changed so that it reads in its entirety as follows:
The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*.

Initials 

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Adjustable Rate Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Adjustable Rate Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

LENDER:

BORROWER:

Wells Fargo Home Mortgage, Inc.

By: Don G. Mattern (Seal)
Don G. Mattern, Attorney in Fact

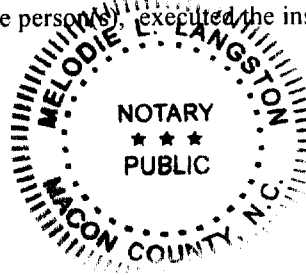
Christina Simon (Seal)
Christina Simon

State of MASSACHUSETTS
County of

On December 30, 2005 before me, Melodie L. Langston personally appeared Christina Simon, 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 within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), executed the instrument.

WITNESS my hand and official seal

Signature: Melodie L. Langston
My commission expires: 5/18/08



State of
County of

On JANUARY 3, ²⁰⁰⁶2005 before me, DONJA L. EVANS personally appeared Don G. Mattern, 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 within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), executed the instrument.

WITNESS my hand and official seal

Signature: Donja L. Evans

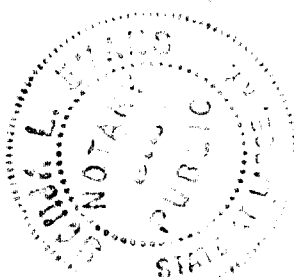


Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

A Parcel of land situated in Section 11 and in the Northwest one-quarter of Section 14, all in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being particularly described as follows:

The West one-half and the Southeast one-quarter of said Section 11, Or Government Lots 3, 4, 5, 6, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32.

The North one-half of the North one-half of the Northwest one-quarter of said Section 14. Or Government Lots 3 and 4

EXCEPTING THEREFROM a parcel of land described as follows:

Commencing at the West one-quarter corner of said Section 11, said point being a 5/8 inch rebar with aluminum cap; thence along the West line of said Section 11, North 00°24'00" West 1770.36 feet to the true point of beginning; thence continuing along said West line, North 00°24'00" West 872.45 feet to a calculated position for the section corner common to Sections 2, 3, 10 and 11; thence along the North line of said Section 11, North 89°31'53" East 1167.65 feet to a 5/8 inch rebar with yellow plastic cap marked, "WH Pacific", thence South 03°18'00" West 285.33 feet to a 5/8 inch rebar with yellow plastic cap marked "WH Pacific"; thence North 88°53'55" West 193.16 feet to a point of curvature, said point being a 5/8 inch rebar with yellow plastic cap marked "WH Pacific"; thence 373.50 feet along the arc of a 300.00 foot radius curve to the left through a central angle of 71°19'59" (the chord of which bears South 55°26'05" West 349.84 feet) to a point of tangency, said point being a 5/8 inch rebar with yellow plastic cap marked "WH Pacific"; thence South 19°46'06" West 392.89 feet to a 5/8 inch rebar with yellow plastic cap marked "WH Pacific"; thence South 81°14'20" West 198.74 feet to a 5/8 inch rebar with yellow plastic cap marked "WH Pacific"; thence South 89°36'00" West 334.58 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within the right-of-way of Godowa Springs Road.

Tax Parcel Number: R352273 and R352264 and R352255 and R352291 and R352308 and R685725