

After recording return to:  
Washington Mutual Bank, FA  
2005 Cabot Blvd. West

Langhorne, PA 19047  
Attn: Group 9, Inc.

**M06-02542**

Klamath County, Oregon  
02/09/2006 09:39:08 AM  
Pages 9 Fee: \$61.00



**MODIFICATION OF THE ~~WaMu Mortgage Plus~~<sup>TM</sup>  
AGREEMENT AND ~~SECURITY INSTRUMENT~~**

Loan Number: 0025493404

Grantor/Mortgagor:

ERIBERTO PENA AND SYLVIA PENA

Borrower(s):  
ERIBERTO PENA

SYLVIA PENA

This Modification of the WaMu Mortgage Plus(TM) Agreement and Security Instrument ("Modification") is made and entered into on January 20, 2006 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("Borrower" or "Grantor/Mortgagor," as applicable).

Borrower and Bank are parties to a WaMu Mortgage Plus agreement including any riders or previous amendments, the ("Agreement") that establishes an account with a loan number identified above (the "Account") from which Borrower 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") executed by Grantor/Mortgagor and recorded on 08/08/2005 as Instrument No. M05-61382, in Book or Liber       , Page(s)       , in the Official Records of KLAMATH County, Oregon. The Security Instrument secures performance of Borrower's 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 \$92,650.00. The Debt, as defined below, is due and payable in full, if not paid early on 08/29/2035.

Borrower, Grantor/Mortgagor, and Bank agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the

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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 Borrower, Grantor/Mortgagor, 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 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.

Property Address:

2229 WANTLAND AVE Klamath Falls, OR 97601-3433

Washington Mutual Bank, FA

By:

Angie Baldwin  
(Bank Officer Signature)

Angie Baldwin  
(Printed Name)

Its:

FC Manager  
(Officer Title)

STATE OF OREGON

COUNTY OF

Klamath  
Oregon

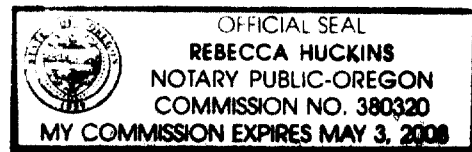
) SS

The foregoing instrument was acknowledged before me this 20 day of January, 2008 by Angie Baldwin as FC Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: May 3, 2008

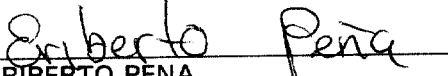
Rebecca Huckins  
Notary Public

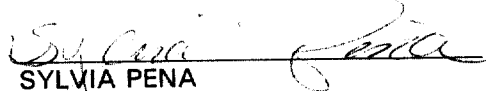


0025493404

By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

GRANTOR/MORTGAGOR:

  
ERIBERTO PENA

  
SYLVIA PENA

0025493404

By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):

Erberto Pena  
ERIBERTO PENA

Sylvia Pena  
SYLVIA PENA

STATE OF OREGON

COUNTY OF

Klamath

) SS

On this day personally appeared before me \_\_\_\_\_

ERIBERTO PENA

and

SYLVIA PENA

and

and

and

and

and

and

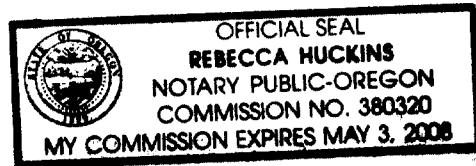
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Witness my hand and official seal this 20 day of January, 2006.

Rebecca Huckins  
Notary Public in and for the State of Oregon

Residing at:

Klamath Falls

My Appointment expires:

May 3, 2008

**EXHIBIT "A"**  
**ATTACHMENT TO MODIFICATION AGREEMENT**

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 12, BLOCK 213M MILLS SECOND ADDITION TO THE CITY OF KLAMATH  
FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

**EXHIBIT "B"**  
**ATTACHMENT TO MODIFICATION AGREEMENT**

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

**Cancellation Fee:** If you cancel the credit line before 07/29/2008 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or \$500.00, whichever is greater. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

**Credit Limit:** The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$15,000.00, from the current amount of \$77,650.00 to the increased amount of \$92,650.00. 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 minimum daily periodic rate that will apply to variable rate advances under the Agreement is hereby changed to 3.750% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.010274 %).

**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 0.600%.

**Auto Pay Service for Variable Rate Advances:** The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be

**EXHIBIT "B" CONTINUED  
ATTACHMENT TO MODIFICATION AGREEMENT**

reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, FA, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank, FA. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, FA, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank, FA to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments,



**EXHIBIT "B" CONTINUED  
ATTACHMENT TO MODIFICATION AGREEMENT**

as described above).