



**NOTE AND MORTGAGE  
MODIFICATION AGREEMENT**

Nationwide Southpointe Plaza II  
380 Southpointe Blvd Suite 300  
Canonsburg, Pa 15317  
(800)920-0050  
**6181214**  
Citibank Loan #106012711879000

Prepared by:  
Citibank / Umesha Sharma  
11800 Spectrum Center Dr.  
Reston, Va 22090

**[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this 02/10/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **ANDREW J. HUGHES and CHRISTINA M. HUGHES, HUSBAND AND WIFE** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 6723 AMBER AVE, KLAMATH FALLS, OR 97603-0000.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 04/22/05, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 000005-028321 of the Official Records of KLAMATH county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$60,000.00; and **New secured amount \$33,200.00**

**WHEREAS**, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

**WHEREAS**, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$93,200.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$93,200.00.
2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.

Et: Dave Davis



3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.



***NOTE AND MORTGAGE MODIFICATION AGREEMENT***  
**RIDER A – PROPERTY DESCRIPTION**

The following described real property, free of encumbrances except as specifically set forth herein in the County of Klamath and State of Oregon, to wit:

Lot 6 in Block 6, Second addition to Moyina, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

Subject to restriction, reservations, easement, covenants, oil, gas or mineral rights of record, if any.

Tax ID: R453903



LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

[Signature] 02/10/2006  
Borrower: **ANDREW J. HUGHES**

[Signature] 02/10/2006  
Borrower: **CHRISTINA M. HUGHES**

Borrower: \_\_\_\_\_

Borrower: \_\_\_\_\_

**Property Owner Who Is Not a Borrower:**

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

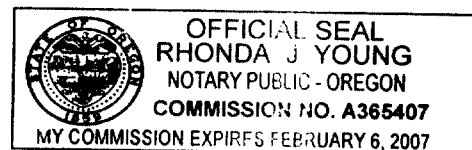
STATE OF OREGON )SS  
County of CLATSOP )

The foregoing instrument was acknowledged before me on Feb 10 2006 (date) by **ANDREW J. HUGHES and CHRISTINA M. HUGHES.**

Witness my hand and official seal: [Signature]

(date commission expires): 2-6-07

Notary Public for: Oregon



IF TRUSTOR IS A TRUST: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ Title

Citibank,

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF Missouri }  
COUNTY OF St. Louis } SS:

On this 7<sup>th</sup> day of February, in the year 2006, before me  
personally came Jennifer L Curtis to me known,  
who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and  
which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of  
the board of directors of said corporation.

[Signature]  
Notary Public

My Commission Expires: 9/26/09

