

**M06-07643**

Klamath County, Oregon

04/19/2006 03:35:09 PM

Pages 6 Fee: \$51.00

Record and Return to:  
Chase  
Legal Department, Floor 2  
4915 Independence Pkwy.  
Tampa, FL 33634-7503

*157022*

**MODIFICATION AGREEMENT, SUPPLEMENT TO DEED OF TRUST  
AND PARTIAL RECONVEYANCE**

This Agreement made and entered into by and between Lawrence Don Cheyne, Jr. and Sandra Alyce Cheyne, husband and wife, hereinafter referred to as "Mortgagors" and Mortgage Electronic Registration Systems, Inc., as nominee for JPMorgan Chase Bank, N.A., which has an office located at 4915 Independence Parkway, Tampa, Florida, 33634, hereinafter referred to as "Mortgagee;"

**WITNESSETH:**

WHEREAS, Mortgagor and Action mortgage Company, as the original Lender, on the 22nd day of December, 2004, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of One Hundred Thirty-Three Thousand Four Hundred and No/100 Dollars (\$133,400.00) (the "Note"), which Deed of Trust was recorded on December 29, 2004, in Volume M04, Page 88994, with the County Clerk, in the County of Klamath, State of Oregon, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original Legal Description attached hereto as Exhibit "A")

WHEREAS, Mortgagors wish to amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagor and Mortgagee have agreed to such amendments.

(Revised Legal Description attached hereto as Exhibit "B")

*46<sup>F</sup> + 5*

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.
2. **Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage.** The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage
3. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.
4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
5. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Deed of Trust and any insurer of the title to the property described in the Revised Legal Description or the lien of the Deed of Trust thereon.
6. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether

originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

7. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**Mortgage Electronic Registration  
Systems, Inc., as nominee for  
JPMorgan Chase Bank, N.A.**

**Attest**

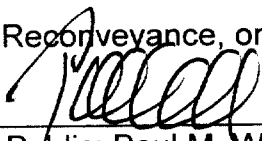
By Mayra Rodriguez  
Mayra Rodriguez  
**Assistant Secretary**

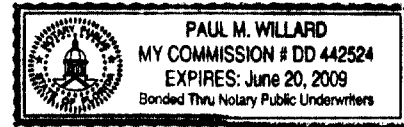
BY: Tamara M. Aziz  
Tamara M. Aziz  
**Assistant Secretary**

STATE OF FLORIDA  
COUNTY OF Hillsborough

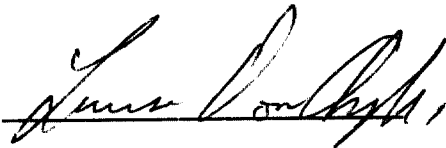
On this 5<sup>th</sup> day of April, 2006, before me, personally appeared Tamara M. Aziz, as Assistant Secretary and Mayra Rodriguez, as Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as nominee for JPMorgan Chase Bank, N.A., and executed this Modification Agreement, Supplement to Deed of Trust and

Partial Reconveyance, on behalf of such corporation. They are personally known to me.

  
Notary Public: Paul M. Willard  
My Commission Expires: June 20, 2006



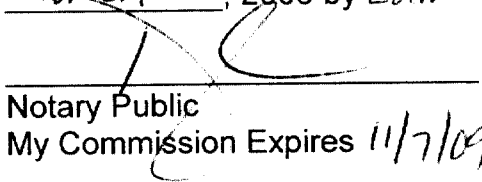
**"Mortgagors"**

  
**Lawrence Don Cheyne, Jr.**

  
**Sandra Alyce Cheyne**

STATE OF Oregon  
COUNTY OF Klamath

The foregoing instrument was acknowledged before me on this 28 day of March, 2006 by Lawrence Don Cheyne, Jr. and Sandra Alyce Cheyne

  
Notary Public  
My Commission Expires 11/7/09



89006

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The following described real property situate in Klamath County, Oregon:

A piece or parcel of land situate in Government Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South  $0^{\circ} 06 \frac{1}{4}'$  West along the North-South centerline of said Section 28, 885.1 feet to an iron pin, thence North  $89^{\circ} 47 \frac{1}{4}'$  West 941.9 feet to an iron pin on the centerline of the lower Klamath Lake County Road as the same is presently located and constructed; thence following the centerline of said County Road, North  $64^{\circ} 41'$  West 378.2 feet; North  $32^{\circ} 55 \frac{1}{2}'$  West 490.6 feet, and North  $24^{\circ} 28'$  West 341.3 feet to a point on the North line of said Section 28; thence South  $89^{\circ} 54 \frac{3}{4}'$  East along the North line of said Section 28, 1693.4 feet, more or less, to the point of beginning.

**EXCEPTING THEREFROM:** A piece or parcel of land situate in Government Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South  $0^{\circ} 06 \frac{1}{4}'$  West along the North-South center line of said Section 28, 885.1 feet to an iron pin; thence North  $89^{\circ} 47 \frac{1}{4}'$  West 889.01 feet of a point; thence North parallel with said North-South quarter line; to a point on the North line of Section 28; thence East along the North line of Section 28 to the point of beginning.

Tax Account No.: 4009-02800-00700-000

Key No.: 94873

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

The following described real property situate in Klamath County, Oregon:

A piece or parcel of land situate in Government Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South  $0^{\circ} 06' 1/4''$  West along the North-South centerline of said Section 28, 885.1 feet to an iron pin, thence North  $89^{\circ} 47' 1/4''$  West 941.9 feet to an iron pin on the centerline of the lower Klamath Lake County Road as the same is presently located and constructed; thence following the centerline of said County Road, North  $64^{\circ} 41'$  West 378.2 feet; North  $32^{\circ} 55' 1/2''$  West 490.6 feet, and North  $24^{\circ} 28'$  West 341.3 feet to a point on the North line of said Section 28; thence South  $89^{\circ} 54' 3/4''$  East along the North line of said Section 28, 1693.4 feet, more or less, to the point of beginning.

**EXCEPTING THEREFROM:** A piece or parcel of land situate in Government Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South  $0^{\circ} 06' 1/4''$  West along the North-South center line of said Section 28, 885.1 feet to an iron pin; thence North  $89^{\circ} 47' 1/4''$  West 889.01 feet of a point; thence North parallel with said North-South quarter line; to a point on the North line of Section 28; thence East along the North line of Section 28 to the point of beginning.

**AND FURTHER EXCEPTING:** Commencing at a point on the North line of said Section 28 from which the North  $1/4$  corner of said section bears South  $89^{\circ} 51' 05''$  East 889.01 feet; thence South  $00^{\circ} 05' 50''$  West 158.29 feet to the true point of beginning; thence South  $48^{\circ} 55' 38''$  West 64.52 feet; thence South  $00^{\circ} 05' 50''$  West 155.00 feet; thence South  $48^{\circ} 55' 30''$  East 64.33 feet; thence North  $00^{\circ} 05' 50''$  East 239.64 feet to the point of beginning.

Together with: Beginning at a point on the North line of said Section 28 from which the North  $1/4$  corner of said section bears South  $89^{\circ} 51' 05''$  East 889.01 feet; thence South  $00^{\circ} 05' 50''$  West 158.29 feet; thence North  $48^{\circ} 55' 38''$  East 102.23 feet; thence North  $00^{\circ} 05' 50''$  East 90.92 feet to said North line of Section 28; thence along said North line North  $89^{\circ} 51' 05''$  West 77.00 feet to the point of beginning.