

mtc-74389 KR

**M06-00885**

Klamath County, Oregon

01/17/2006 01:25:45 PM

Pages 6 Fee: \$51.00

**M06-08954**

Klamath County, Oregon

05/05/2006 03:36:53 PM

Pages 7 Fee: \$56.00

Record and Return to:  
Chase Home Finance  
Legal Department/Charita A. Raganas  
4915 Independence Parkway, Floor 2  
Tampa, Florida 33634

CMMC Loan No. 1790260853

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

This Agreement made and entered into by and between Kenneth M. Hart and Deborah S. Hart, hereinafter referred to as "Mortgagors" and JPMorgan Chase Bank, N.A. which has an office located at 4915 Independence Parkway, Floor 2, Tampa, Florida 33634, hereinafter referred to as "Mortgagee;"

**W I T N E S S E T H:**

WHEREAS, Mortgagors and South Valley Bank & Trust as the Original Lender, on the 23rd day of February, 2005, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of Three Hundred Fifty Five Thousand Six Hundred Dollars and no/100 (\$355,600.00.) (the "Note"), which Deed of Trust was recorded on February 28, 2005, Vol. M05, Page 13188, in the County of Klamath, Land Records, 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)

Exhibit "A"

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

(Revised Legal Description)

Exhibit "B"

Rerecorded to correct legal on Exhibit "B", previously recorded as M06, page00885

Page 1 of 4

51.00pp  
+15.00  
46-

Returned @ Counter

Deborah Hart

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. Mortgagor 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 Mortgagor 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.

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

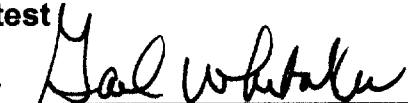
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

JPMorgan Chase Bank, N.A.

(Seal)

Attest

By



**Gail Whitaker**  
**Asst. Secretary**

BY:



**Charita A. Raganas**  
**Asst. Vice President**

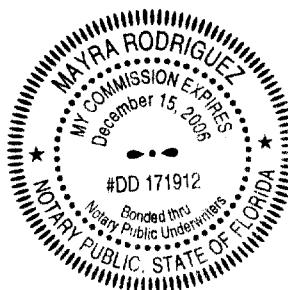
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 6th day of January, 2005, before me, personally appeared Charita A. Raganas, as Assistant Vice President and Gail Whitaker, as Assistant Secretary of JPMorgan Chase Bank, N.A. and executed this Modification Agreement and Supplement to Deed of Trust and Partial Reconveyance on behalf of such corporation. They are personally known to me.



Notary Public

My Commission Expires: 12/15/06




  
Kenneth M. Hart

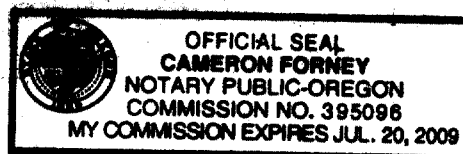
"Mortgagors"

  
Deborah S. Hart

STATE OF OREGON  
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of January, 2006 by Kenneth Hart and Deborah Hart.

  
Notary Public  
My Commission Expires  
July 20, 2009



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

A tract of land being a portion of Lot 12 of "Tract 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", situated in the SW1/4 of Section 14, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the most Southerly corner common to Lot 11 and said Lot 12; thence North 03° 27' 03" West, along the line common to said Lots 11 and 12, 660.00 feet; thence leaving said line North 86° 32' 57" East 660.00 feet; thence South 03° 27' 03" East 660.00 feet; thence South 86° 32' 57" West 660.00 feet to the point of beginning, with bearings based on the plat of "Tract 1396 - THIRD ADDITION TO NORTH RIDGE ESTATES" on file at the office of the Klamath County Clerk.

TOGETHER WITH a 30 foot wide access easement on Lot 12 of "Tract 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", situated in the SW1/4 of Section 14 and the SE1/4 of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the lot corner common to Lot 11 and said Lot 12 with the right of way line of Scott Valley Drive; thence along the said right of way line, on the arc of a curve to the left (radius point bears South 59° 13' 28" West 50.00 feet and central angle equals 57° 17' 45") 50.00 feet to the corner common to Lot 13 and said Lot 12; thence North 47° 33' 54" East, along the lot line common to said Lots 12 and 13, 1.79 feet; thence leaving said lot line, North 83° 25' 51" East 408.47 feet; thence South 03° 27' 03" East 231.72 feet; thence South 86° 32' 57" West 30.00 feet to a point on the line common to said Lots 11 and 12; thence, along the said Lot line, North 03° 27' 03" West 200.04 feet and South 83° 25' 51" West, 340.03 feet to the point of beginning, with bearings based on the plat of "Tract 1396 - THIRD ADDITION TO NORTH RIDGE ESTATES" on file at the office of the Klamath County Clerk.

Tax Account No: 3809-01400-00801-000

Key No: 890749

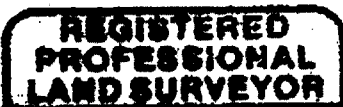
EXHIBIT "B"

REVISED LEGAL DESCRIPTION

DECEMBER 19, 2005

A TRACT OF LAND BEING A PORTION OF LOT 12 OF "TRACT 13: ADDITION TO NORTH RIDGE ESTATES", SITUATED IN THE SW 1/4 OF 14, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PART DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN WITH TRU-LINE SURVEYING CAP BEING AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 12, FROM THE SOUTH 1/4 CORNER OF SAID SECTION 14 BEARS S48°55'09"E FEET; THENCE N60°05'19"W, ALONG THE BOUNDARY OF SAID LOT 12, FEET; THENCE LEAVING THE SAID BOUNDARY, N29°54'41"E 553.0 THENCE N89°52'59"E 486.15 FEET; THENCE S00°07'01"E 729.00 FEET TO THE POINT ON THE BOUNDARY OF SAID LOT 12; THENCE S89°52'59"W 330 TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS BEARINGS BASED ON THE PLAT OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK



*Dennis A. Ensor*



*Dennis A. Ensor*

DENNIS A. ENSOR

O.L.S

EXPIRES 12/31/05

EXHIBIT "B"  
REVISED LEGAL DESCRIPTION  
DECEMBER 19, 2005

A TRACT OF LAND BEING A PORTION OF LOT 12 OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", SITUATED IN THE SW 1/4 OF SECTION 14, T36S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN WITH TRU-LINE SURVEYING PLASTIC CAP BEING AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 12, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 14 BEARS S48°55'09"E 2019.56 FEET; THENCE N60°05'19"W, ALONG THE BOUNDARY OF SAID LOT 12, 500.00 FEET; THENCE LEAVING THE SAID BOUNDARY, N29°54'41"E 553.01 FEET; THENCE N89°52'59"E 486.15 FEET; THENCE S00°07'01"E 729.00 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 12; THENCE S89°52'59"W 330.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 26, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/05

*Dennis A. Ensor*  
DENNIS A. ENSOR O.L.S. 2442