M06-12479

Klamath County, Oregon 06/19/2006 09:44:06 AM

Pages 6 Fee: \$46.00

After recording return to: Washington Mutual, FA 2150 Cabot Blvd. West Langhorne, PA 19047 Attn: Group 9, Inc.



MODIFICATION OF THE SECURITY INSTRUMENT

Loan Number:

0064127954

Borrower(s): PIXIE MARIE SOUZA

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on <u>August 5, 2005</u> by and between <u>Washington Mutual Bank, FA</u> ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a deed of trust, ("Security Instrument") recorded on 11/22/2002 as Instrument No. ______, in Book or Liber 02, Page(s) 67748, in the Official Records of KLAMATH County, Oregon. The Security Instrument secures performance of your 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 \$135,000.00. The Debt, as defined below, is due and payable in full, if not paid early on 01/21/2033.

You and Bank agree as follows:

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

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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.

Last Four Digits of Account No.: 7954

Property Address:

33707 WITAM BLUFF DR Chiloquin, OR 97624-7715

Washington Mutual Bank, FA.

Its: Representive

BORROWER(S):

PIXIE MARIE SQUZA

Washington Mutual Bank, FA

By: Sancy XXX 1- HOCKIN

Its: Nancy Berk CIXE SON

fjćer Title)

STATE OF OREGON	
COUNTY OF Klamath	SS
On this day personally appeared before me $\widehat{\mathbb{R}}$	ebecca Huckins
PIXIE MARIE SOUZA	and
	who executed the within and foregoing instrument, and see and voluntary act and deed, for the uses and purposes this 0.5 day of August, 2005.
Notary Public in and for the State of Oregon	
Residing at: Klamath Falls	₽¥
My Appointment expires: 05/03/08	REBECCA HUCKINS NOTARY PUBLIC-OREGON COMMISSION NO. 380320 MY COMMISSION EXPIRES MAY 3, 2008

CORPORATE NOTARY

Loan Number: 0064127954

STATE OF WASHINGTON))SS
COUNTY OF KING	
I certify that I know or have satisfa	ctory evidence that Nancy Berk-Axelson
is the person who appeared before	e me, and said person acknowledged that (he/she) signed this
	t (he/she) was authorized to execute the instrument and
acknowledged it as the	Vice President and Manager o
Washington Mutual Bank, FA to purposes mentioned in the instrume	be the free and voluntary act of such party for the uses and ent.
Dated: <u>06/07/2006</u>	
(Seal or stamp)	- Ban Buchn
Alakan Dubila	(Notary Public Signature)
Notary Public State of Washington	
BONNIE J BUCKMEIER	Natari
My Appointment Expires Jun 4	, 2008 Notary (Title)
-	(1100)

My appointment expires: 6/04/2008

EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF KLAMATH, STATE OF OREGON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: LOT 4, 5 AND 6 IN BLOCK OF IRISH BEND, KLAMATH COUNTY, OREGON

EXHIBIT "B" ATTACHMENT TO SECURITY INSTRUMENT

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

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$93,590.00, from the current amount of \$41,410.00 to the increased amount of \$135,000.00. 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 daily periodic rate and ANNUAL PERCENTAGE RATE that will apply to variable rate advances under the Agreement will be determined as set forth in the Agreement. However, any provisions of the Agreement that provide for a minimum daily periodic rate and minimum ANNUAL PERCENTAGE RATE are hereby deleted.

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 0.000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000000 %).

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 hereby changed to 0.85%.