

M06-13462

Klamath County, Oregon

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Pages 5 Fee: \$41.00

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Prepared by: **EMMA LYNN FASSBENDER**
CLD Deficiency Department
DOC. ID#: **000669859762005N**

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE
TRUST DEED (LINE OF CREDIT TRUST DEED)**

MIN#: 100015700038453276

This Loan Modification Agreement (the "Agreement"), made this **11th** day of **March**, **2005** between **MARY JO GALLAGHER**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **TRUST DEED (LINE OF CREDIT TRUST DEED)** dated **August 11, 2004** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on **September 02, 2004** as Book Number **M04**, Page Number **58907** in the Official Records of the **KLAMATH** County, State of **OREGON** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**850 RIVERSIDE DR
KLAMATH FALLS, OR 97601**

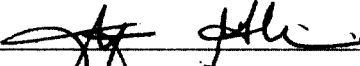
In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO ATTACH THE LEGAL DESCRIPTION TO THE DEED OF TRUST WHICH WAS OMITTED AT THE TIME OF RECORDING**
- **TO COMPLETE THE NOTARY SECTION OF THE DEED OF TRUST ON PAGE 5**
- **TO ADD THE BORROWER MARY JO GALLAGHER'S INITIALS ON PAGE 5 OF THE DEED OF TRUST**

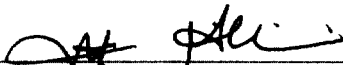
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

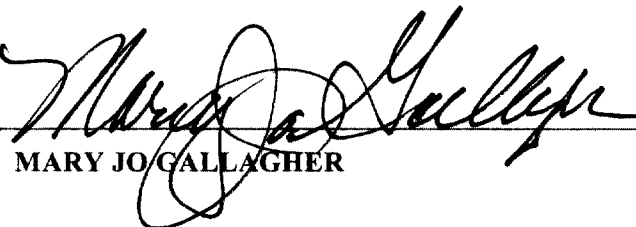
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Countrywide Home Loans, Inc.


By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.


By: **Jennifer Guidicessi**
Its: **Assistant Vice President**


MARY JO GALLAGHER

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

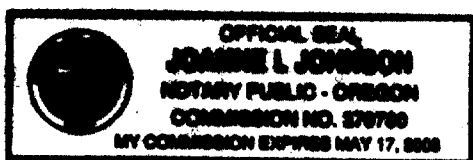
STATE OF Oregon)
COUNTY OF Klamath) SS.

On this 9 Day of May 2006, BEFORE ME,

JOANNE L JOHNSON, (Notary Public)

personally appeared, **MARY JO GALLAGHER**, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL



(SEAL)

Joanne L Johnson
Notary Public

Commission Expires: May 17, 2008

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 22nd day of June 2006, before me, **Tricia Reynolds**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

Tricia Reynolds
Notary Public

Commission Expires: _____

April 29, 2007

STATE OF CALIFORNIA

COUNTY OF VENTURA

)
) SS.
)

On this 22nd day of June 2006, before me, **Tricia Reynolds**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Mortgage Electronic Registration Systems, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)


Notary Public

Commission Expires: _____

April 29, 2007

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point in the Easterly line of Lot 5, Block 1 of HILLCREST ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, 27.3 feet Southeasterly along the Main Street frontage from the Northeast corner of said Lot 5; thence Southeasterly along the Northeasterly line of Lots 5, 6, 7, and 8 to a point in the center of the Easterly line of the Lot 8 in said Block; thence Westerly along the center line of said Lot 8 a distance of 109.18 feet to the Southwesterly line of Lot 8; thence Northwesterly along the Southwesterly line of Lots 8, 7, 6, and 5 to a point in the center of the Westerly line of said Lot 5, all of Lots 6 and 7, and the North half of Lot 8, all in Block 1 of said HILLCREST ADDITION to the City of Klamath Falls, Oregon.