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Klamath County, Oregon

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Pages 4 Fee: \$36.00

Recording Requested by
Countrywide Bank, N.A.

AND WHEN RECORDED MAIL TO:

Countrywide Bank, N.A.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Prepared by: **BRYAN KOOBIE**
CLD Deficiency Department
DOC. ID#: **000833272552005N**

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

MIN#: 100133700003111302

This Loan Modification Agreement (the "Agreement"), made this **19th** day of **July**, **2005** between **SCOTT D O'CLAIR, AND LINDA S O'CLAIR**, (the "Borrowers") and **Countrywide Bank, N.A.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **TRUST DEED (LINE OF CREDIT TRUST DEED)** dated **October 08, 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 **October 22, 2004 as Book Number M04, Page Number 72486** 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:

**3070 SUMMERS LANE
KLAMATH FALLS, OR 97603**

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

• TO COMPLETE THE NOTARY SECTION OF THE TRUST DEED ON PAGE 5

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 Bank, N.A. 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 Bank, a Division of Treasury Bank, N.A.



By: **Alan Sjolander**
Its: **Assistant Vice President**

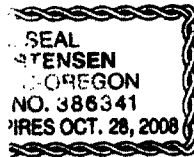
Mortgage Electronic Registration Systems, Inc.



By: **Alan Sjolander**
Its: **Assistant Vice President**



SCOTT D O'CLAIR



LINDA S O'CLAIR

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Oregon
COUNTY OF Clatsop

)
) SS.
)

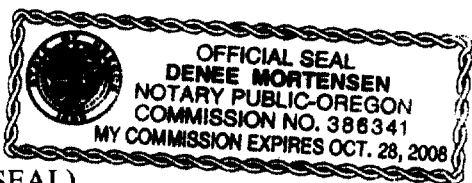
On this 27 Day of July 2005, BEFORE ME,

Dennee Mortensen
(Notary Public)



personally appeared, **SCOTT D O'CLAIR, AND LINDA S O'CLAIR**, 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)

Dennee Mortensen
Notary Public

Commission Expires: Oct 28, 2008

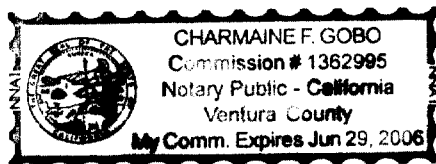
STATE OF CALIFORNIA

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) SS.
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COUNTY OF VENTURA

On this 20 day of August 2005, before me, **Charmaine F. Gobo**, Notary Public, personally appeared **Alan Sjolander**, Assistant Vice President for Countrywide Bank, a Division of Treasury Bank, N.A., 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)

Charmaine F. Gobo
Notary Public

Commission Expires: 6/29/06

June 29, 2006

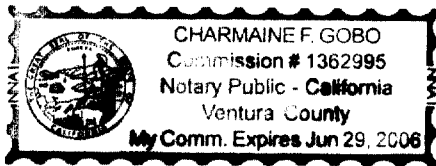
STATE OF CALIFORNIA

COUNTY OF VENTURA

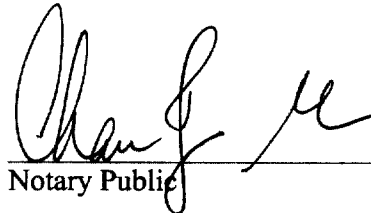
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On this 20 day of August 2005, before me, **Charmaine F. Gobo**, Notary Public, personally appeared **Alan Sjolander**, Assistant Vice President for Mortgage Electronic Registration, personally known to me to be the person whose name is signed to the 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: 6/29/06

June 29, 2006