

MTC 75965-KR

THIS INSTRUMENT WAS PREPARED BY  
Angela Johnson

**M06-14863**

Klamath County, Oregon

07/24/2006 03:31:55 PM

Pages 3 Fee: \$31.00

**RECORD AND RETURN TO:**

PHH Mortgage Services Corporation

5201 Gate Parkway

Jacksonville, FL 32256

Attn: Construction Lending Department

Loan #0031574452

ORIGINAL

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**AMENDMENT TO NOTE AND DEED OF TRUST**

This Amendment to Fixed/Adjustable Rate Note and Deed of Trust (the "Amendment") is made this 21st day of July 2006, between Cindy A. Williams, a Married Woman, whose address is Lot 24, Pine Ridge Ranches, Chiloquin, Oregon 97624 (the "Borrower") and PHH Mortgage Services Corporation ("Lender").

**RECITALS**

1. Borrower has executed and delivered to Lender that certain Note dated September 19, 2005, in the original amount of \$267,694.00 (the "Note").
2. The Note is secured by that certain Deed of Trust dated September 19, 2005, given by Borrower to Lender, which Deed of Trust was recorded on September 19, 2005, as Instrument M05-64553, in the Public Records of Klamath County, State of Oregon (the "Deed of Trust"), and encumbers the property described therein.
3. Borrower has executed and delivered to Lender that certain Construction Loan Agreement dated September 19, 2005 (the "Construction Loan Agreement").
4. Borrower has requested and Lender has agreed to modify the Note and Deed of Trust to allow for additional advances.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The first sentence of section 1 titled "**BORROWER'S PROMISE TO PAY**" of the **NOTE** is hereby amended in its entirety as follows:

In return for a loan that I have received, I promise to pay U.S. \$280,494.00 (this amount is called "principal"), plus interest, to the order of the Lender.

31.00

2. The second sentence of paragraph E of the **DEED OF TRUST** is hereby amended in its entirety as follows:

The Note states that the Borrower owes Lender the principal sum of Two Hundred Eighty Thousand Four Hundred Ninety-Four and 00/100----- Dollars (U.S. \$280,494.00), plus interest.

Except as specifically modified herein, the Note and Deed of Trust remain unchanged and all the terms, covenants, conditions, agreements and stipulations therein shall remain in full force and effect.

This Amendment shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

By signing below, Borrower and Lender accept and agree to the terms and provisions contained in this Amendment.

Signed, sealed and delivered in the presence of:

PHH Mortgage Services Corporation

By: \_\_\_\_\_

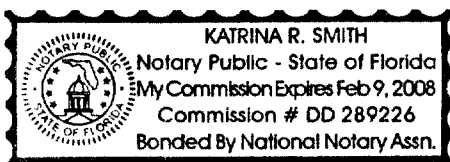
William Brian Teague  
Vice President

\_\_\_\_\_  
Cindy A. Williams (SEAL) 7/21/06

\_\_\_\_\_  
(SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of July 2006, by William Brian Teague, Vice President of PHH Mortgage Services Corporation. He is personally known to me.



\_\_\_\_\_  
Name:

Notary Public, State of Florida

Commission no.:

My commission expires:

STATE OF OREGON  
COUNTY OF

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2006, by Cindy A. Williams.



Kristi L. Redd  
Notary Public for Oregon  
My Commission Expires: 11/16/2007

STATE OF OREGON  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: