

2006-016985

Klamath County, Oregon



00001921200600169850040043

08/23/2006 02:48:46 PM

Fee: \$36.00

Return to:

WASHINGTON FEDERAL SAVINGS

Klamath Falls

2972 S Sixth St

Klamath Falls, OR 97603

Attn: Mandy

This document is being recorded as an
accommodation only. No information
contained herein has been verified.

Aspen Title & Escrow, Inc.

Aspen: 6926

[Space Above This Line For Recording Data]

Loan Number 309374-7

ADDITIONAL ADVANCE AGREEMENT

Modification of Deed of Trust

THIS ADDITIONAL ADVANCE AGREEMENT made and entered on 08/18/06

by and between

ROGER A CHAREST, A MARRIED MAN

("Borrower"/Grantor),

and Washington Federal Savings, a United States corporation ("Lender"/Beneficiary/Grantee).

RECITALS:

- A. On or about 09/28/05, Borrower, in connection with Loan number 309374-7, executed and delivered to Lender a Note (the "Original Note") in the original principal sum of FIFTY THOUSAND AND NO/100S (\$50,000.00), providing for interest on the unpaid balance.
- B. On or about the same date, Borrower executed and delivered to Lender, as security for the payment of the Original Note, a Mortgage or Deed of Trust (the "Security Instrument"). The Security Instrument was recorded in the office of the County Recorder, County Auditor or County Clerk of KLAMATH County, State of OR, on 10/05/05 as Auditor's/Recorder's number M05-65848. The Security Instrument covers the following described real property (the "Property").

LOT 12, SUMMERS LANE HOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

- C. Borrower is indebted to Lender under the obligation evidenced by the Original Note, and Lender is the owner and holder of the indebtedness evidenced by the Original Note.

Borrower's Initials RC

- NOW, THEREFORE, as an integral part of the loan transaction related to the Additional Note, as a condition to Lender making the Additional Advance, for valuable consideration, and in consideration of the mutual promises, covenants, conditions, and stipulations set forth in this Additional Advance Agreement, the parties agree as follows.

- (Page 2 of 4)

a. **MATURITY DATE.** The Maturity Date set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Maturity Date on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be 11/01/35.

b. **LOAN INTEREST RATE.** The Loan Interest Rate set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Loan Interest Rate on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be SIX AND THREE EIGHTHS percent (6.375%)

7. **NEW PRINCIPAL AND INTEREST PAYMENT.** Effective with the payment due on 10/01/06 the monthly principal and interest payment on the entire loan, including the Original Note and the Additional Note (as modified by this Additional Advance Agreement) will be \$561.00.
8. **SURVIVAL OF TERMS.** Except as set forth in this Additional Advance Agreement, all of the terms, covenants, and conditions of all of the instruments referred to herein shall remain in full force and effect. Notwithstanding any provision hereof which might be construed to the contrary, this Additional Advance Agreement shall in no way affect the validity, priority, or binding effect of the Security Instrument.
9. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lender and Borrower.

WASHINGTON FEDERAL SAVINGS

By: Heather Curtis
HEATHER CURTIS
Title: BRANCH MANAGER

BORROWER'S ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

The undersigned Borrower, and each of them, acknowledge receipt and accept the terms and conditions of the above stated Additional Advance Agreement.

Roger A Charest
ROGER A CHAREST

(Over for notary acknowledgements)

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

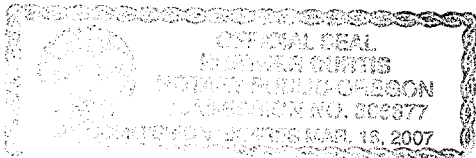
I certify that I know or have satisfactory evidence that Roger A Charest

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/18/06

(Seal or Stamp)



Heather Curtis
(Signature)

Notary Public in and for the State of Oregon,
residing at Klamath Falls
My commission expires 3/16/07



STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____

(Type of Authority, e.g., Officer, Trustee)

of _____

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

(Signature)

Notary Public in and for the State of _____,
residing at _____
My commission expires _____