

2006-021880

Klamath County, Oregon



11/01/2006 09:18:11 AM

Fee: \$51.00

WHEN RECORDED MAIL TO:
USAA FEDERAL SAVINGS BANK
COLLATERAL MAINTENANCE
10750 MCDERMOTT FREEWAY
SAN ANTONIO, TX 78288
PREPARED BY: ROSALIE G. CHURBE

**LINE OF CREDIT TRUST DEED LOAN MODIFICATION AGREEMENT
TO CORRECT LEGAL DESCRIPTION
For All States**

This Mortgage Loan Modification Agreement ("Agreement" or "Modification" or "Modification Agreement"), made effective **October 17, 2006** (the "Effective Date") between: **John K. McVey and Stephanie C. Emard-McVey**; husband and wife, the address of each of whom is as stated in the Credit Agreement or Security Instrument, defined below, ("Obligor," whether one or more) and USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas, 78288 ("USAA FSB" or "Lender"), modifies, amends and supplements (1) the Mortgage, Deed of Trust, Security Deed, or Deed to secure Debt (the "Security Instrument") dated **May 19, 2006**, and recorded on **June 14, 2006 with M06-12096, Klamath County, State of Oregon**, and (2) the Home Equity Line of Credit Agreement, the Equity Line of Credit Agreement and Disclosure, the Promissory Note, or Note bearing the same date as, and secured by, the Security Instrument (the "Credit Agreement"), which covers the real and personal property described in the Security Instrument and defined therein as the Real Property or Property, evidencing the home equity loan made by USAA FSB to Borrower(s) as identified in the Credit Agreement effective **May 19, 2006**, (the "Loan"), the real property described in said Security Instrument being set forth as follows (the "Original Description"):

Original Description: Exhibit A.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. The current outstanding principal balance of the Note as of **October 17, 2006** is **\$38,986.38.**
2. It has come to the attention of the parties that the legal description of the Property as described in the Security Instrument is not correct and Exhibit A shall be deleted. The legal description of the property shall be replaced as follows in Exhibit B (the "Corrected Description"):

Corrected Description: Exhibit B.

Therefore, the legal description contained in the Security Instrument is hereby modified to provide the Corrected Description.

This Mortgage Loan Modification Agreement is being executed and recorded to correct the legal description of the Real Property or Property and to clear up any clouds on the title to the property described by the Original Description. To the extent that the lien of the Security Instrument is deemed a cloud on title on the property described by the Original Description, this Agreement shall release said property, but in any event shall encumber and constitute a lien on the property described by the Corrected Description, and for that purpose Borrower does hereby MORTGAGE, GRANT, BARGAIN, PLEDGE, ASSIGN, TRANSFER, SELL, AND CONVEY to USAA FSB, or, if the Security Instrument is a Deed of Trust, to the Trustee named in the Security Instrument in trust, with power of sale, for the benefit of USAA FSB, the Property described above as the Corrected Description.

3. Except as otherwise expressly modified hereby, all terms and provisions of the Credit Agreement and Security Instrument are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms as hereby modified. To the extent of any conflict between the Credit Agreement and Security Instrument, on the one hand, and this Agreement, on the other hand, this Agreement shall control. Obligor represents and warrants that as of the effective date of this Agreement no default exists in the Credit Agreement or Security Instrument.

4. Obligor hereby agrees to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Credit Agreement and Security Instrument executed by Obligor, as modified hereby. Obligor hereby reaffirms to USAA FSB each of the representations, warranties, covenants, and agreements contained in the Credit Agreement, Security Instrument, or any or all other documents executed in connection with the Loan, with the same force and effect as if each were separately stated herein. This Agreement is not intended to be a satisfaction and replacement of the existing obligation, but rather a modification, amendment, and supplement of the existing obligation.

5. Obligor hereby acknowledges and agrees that the liens and security interests of the Security Instrument and any other documents and instruments executed in connection with the Loan securing the Note are valid and subsisting liens and security interests and are superior to all other liens and security interests against the property and any other collateral to which they attach, with the sole exception of any indebtedness secured by encumbrances of record on the date of the Security Instrument and of which Obligor made Lender aware prior to closing of the Loan (if any and if such indebtedness is still unsatisfied), and they are hereby renewed and extended and carried forward in full force and effect.

[An "X" is placed before the following Paragraph No. 6 if it applies:]

_____ 6. As a condition to USAA FSB's agreements and obligations hereunder, Obligor acknowledges and agrees that a fully executed and enforceable Endorsement to the Mortgagee Title Policy issued by [name of title company]_____ and dated effective [date]_____ correcting the legal description of the Property as described above as the Corrected Description has been or is being delivered to USAA FSB at no cost to USAA FSB. The Endorsement must be satisfactory to USAA FSB and must insure that the policy coverage has not been reduced or terminated by virtue of this Agreement.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.

8. In the event the enforceability or validity of any portion of this Agreement, the Credit Agreement, the Security Instrument, or any other documents executed in connection with the Loan, all as modified hereby, is challenged or questioned, such provision shall be construed in accordance with and shall be governed by whichever applicable federal or state law would uphold or would enforce such challenged or questioned provision.

9. THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS, AS HERETOFORE OR HEREIN MODIFIED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

10. In the event the term, "Obligor," represents more than one person, then the terms of this Modification Agreement are undertaken by each and every person, and all duties under this Modification Agreement are joint and several. All references to the singular include the plural; all references to the masculine include the feminine.

IN WITNESS WHEREOF, the undersigned have executed this agreement in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument, on the dates set forth in the acknowledgments below, to be effective as of the date first above written.

LENDER:

USAA FEDERAL SAVINGS BANK

By: _____

Name: Cynthia Chapa

Title: Account Services Splst.

OBLIGOR:

Signature _____

John K McVey

Date _____

10-19-2006

Signature _____

Stephanie C Emard-McVey

Date _____

10-19-2006

STATE OF TEXAS

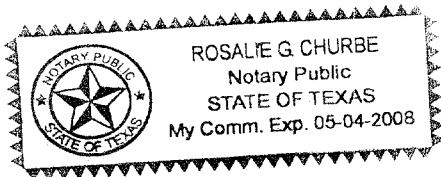
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COUNTY OF BEXAR

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This instrument was acknowledged before me on the 17th day of October, 2006 by Cynthia Chapa, Account Services Splst. of USAA FEDERAL SAVINGS BANK, a federal savings bank, on behalf of said federal savings bank.

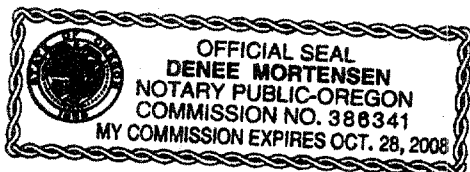


Rosalie G. Churbe
Notary Public in and for the
State of Texas
Rosalie G. Churbe
My Commission Expires: 5/04/2008

STATE OF Oregon §
COUNTY OF Klamath §

BEFORE ME, the undersigned authority, on this day personally appeared **John K. McVey**, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that **he/she** executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 19 day of Oct, 2006.



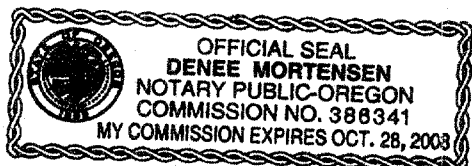
Denée Mortensen
Notary Public in and for
The State of Oregon
Printed Name of Notary:
Denée Mortensen

My Commission Expires: Oct 28, 2008

STATE OF Oregon §
COUNTY OF Klamath §

BEFORE ME, the undersigned authority, on this day personally appeared **Stephanie C. Emard-McVey**, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that **he/she** executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 19 day of Oct, 2006.



Denée Mortensen
Notary Public in and for
The State of Oregon
Printed Name of Notary:
Denée Mortensen

My Commission Expires: Oct 28, 2008

EXHIBIT A
(Incorrect Legal)
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE STATE OF OREGON
AND COUNTY OF KLAMATH, FREE OF ENCUMBRANCES EXCEPT AS
SPECIFICALLY SET FORTH HEREIN:

LOT 21 IN BLOCK 4 OF TRACT 1299 – SECOND ADDITION TO FERNDAL, E,
ACCORDING TO THE OFFICIAL PLAT HEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

KNOWN: 5718 FERNDAL PLACE

EXHIBIT B
(Correct Legal)
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL PROPERTY, FREE OF ENCUMBRANCES
EXCEPT AS SPECIFICALLY SET FORTH HEREIN THE COUNTY OF KLAMATH
AND STATE OF OREGON, TO WIT:

LOT 31 IN BLOCK 4 OF TRACT 1299 SECOND ADDITION TO FERNDALE,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL,
GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

KNOWN: 5718 FERNDALE PLACE