

2006-023485

Klamath County, Oregon



00009538200600234850050059

11/24/2006 09:32:17 AM

Fee: \$41.00



Record and Return to:
QUIK CHECK RECORDS, INC.
P.O. BOX 440
WILLAMINA, OR 97396
20187769

Prepared by:
Citibank / Umesha Sharma
11800 Spectrum Center Dr.
Reston, VA 22090

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 106080702890000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 08/21/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **JOHN C MARTIN JR and SANDRA J MARTIN, AS TENANTS BY THE ENTIRETY**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 197 PEACH ST, KLAMATH FLS, OR 97601-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 09/08/05, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 000005-063755 of the Official Records of **KLAMATH** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$10,000.00; and **NEW SECURED LOAN AMOUNT: \$94,100.00**

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$104,100.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$104,100.00.
2. **NO OTHER MODIFICATION**. Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.

NBS-H-MOD-000-OR
MARTIN

1 of 5

Revised 06/24/2005
ACAPS: 106080702890000

Rev: DAVE DAVIS



3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.



LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

John C Martin Jr 08/21/2006
Borrower: JOHN C MARTIN JR

Sandra J Martin 08/21/2006
Borrower: SANDRA J MARTIN

Borrower: _____

Borrower: _____

Property Owner Who Is Not a Borrower:

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

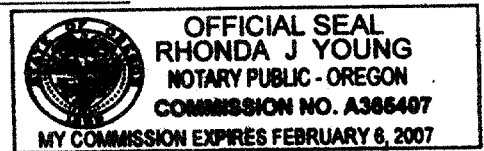
STATE OF OREGON)SS
County of KLAMATH)

The foregoing instrument was acknowledged before me on AUG 21 2006 (date) by JOHN C MARTIN JR and SANDRA J MARTIN.

Witness my hand and official seal: *[Signature]*

(date commission expires): 2-6-07

Notary Public for: OREGON



IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____ Title



Name: Jennifer L Curtis

Title: Unit Manager

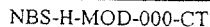
STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 13th day of Oct, in the year 2006, before me personally came Jennifer L Curtis to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

Notary Public

My Commission Expires: 9/26/09





**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

The real property in the County of Klamath, State of Oregon, is described as follows:

The North 15 feet of Lot 12, and all of Lot 13 Block 4, Eldorado Addition to the City of Klamath Falls, according to the Official Plat thereof on file in the Office of the Clerk of Klamath County, Oregon.

Tax ID: R170424