

2006-024642

Klamath County, Oregon



00010881200600246420080086

12/13/2006 10:44:41 AM

Fee: \$61.00

After recording return to:  
WASHINGTON MUTUAL BANK  
2005 CABOT BLVD. WEST

LANGHORNE, PA 19047  
ATTN: GROUP 9, INC.



## MODIFICATION AGREEMENT

Loan Number: 0025492299

Grantor/Mortgagor:  
JULIA E. WELLS AND JEFFREY J. WELLS

Borrower(s):  
JEFFREY J WELLS

JULIA E WELLS

This Modification of the WaMu Equity Plus(TM) Agreement and ~~Security Instrument~~ ("Modification") is made and entered into on November 17, 2006 by and between WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing below ("Borrower" or "Grantor/Mortgagor," as applicable).

Borrower and Bank are parties to a WaMu Equity Plus agreement including any riders or previous amendments, the ("Agreement") that establishes an account with a loan number identified above (the "Account") from which Borrower may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a ~~mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument~~ ("Security Instrument") executed by Grantor/Mortgagor and recorded on 12/19/2003 as Instrument No. M06-01856, in Book or Liber M03, Page(s) 92022 in the Official Records of KLAMATH County, Oregon. The Security Instrument secures performance of Borrower's obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

The maximum principal amount to be advanced pursuant to the Agreement secured by the Security Instrument is \$100,905.00. The entire amount owing under the Agreement is due and payable in full, if not paid earlier, on 01/15/2034.

Borrower, Grantor/Mortgagor, and Bank agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by each Borrower, Grantor/Mortgagor, and the Bank.

2. **Modified Terms and Conditions.** The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

Property Address:

4028 SUMMERS LN KLAMATH FALLS, OR 97603-7422

WASHINGTON MUTUAL BANK

By:

*Kimberly Idrop*  
(Bank Officer Signature)

Kimberly Idrop  
(Printed Name)

Its:

*Officer*  
(Officer Title)

STATE OF OREGON )

COUNTY OF

Klamath

) SS

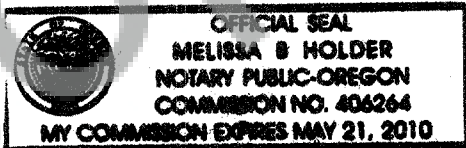
The foregoing instrument was acknowledged before me this 17 day of November, 2006, by Melissa B Holder as Personal Financial Representative  
(Bank Officer Name) (Bank Officer Title)

of WASHINGTON MUTUAL BANK

WITNESS my hand and official seal

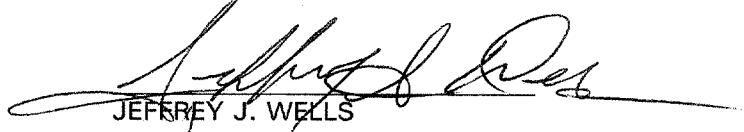
My commission expires: 5/21/2010


*Melissa B Holder*  
Notary Public



By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

GRANTOR/MORTGAGOR:

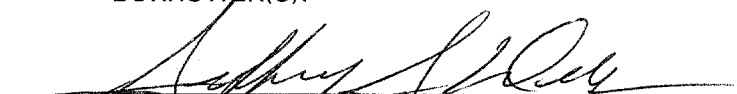
  
JEFFREY J. WELLS


  
JULIA E. WELLS

Unofficial  
Copy

By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):

  
JEFFREY J WELLS

  
JULIA E WELLS

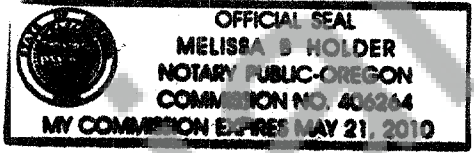
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Copy

STATE OF OREGON )  
 ) SS  
COUNTY OF Klamath )

On this day personally appeared before me \_\_\_\_\_  
JEFFREY J. WELLS \_\_\_\_\_ and  
JULIA E. WELLS \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Witness my hand and official seal this 17 day of November, 2006.

Melissa B Holder  
Notary Public in and for the State of Oregon  
Residing at: Klamath Falls, Oregon  
My Appointment expires: 5/21/10



Unofficial Copy

EXHIBIT "A"  
ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF KLAMATH, STATE OF OREGON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SUMMERS LANE, WHICH POINT IS SOUTH 1 DEGREE 08' EAST 887.91 FEET AND SOUTH 88 DEGREES 57' WEST 30 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 10 AND 11 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 88 DEGREES 57' WEST, 150 FEET; THENCE SOUTH 1 DEGREE 08' EAST, 75 FEET; THENCE SOUTH 88 DEGREES 57' WEST 235 FEET TO THE EAST LINE OF LOT 33 SUMMERS PARK; THENCE NORTH 1 DEGREE 08' WEST, 163.41 FEET; THENCE NORTH 88 DEGREES 57' EAST 415 FEET TO THE WEST LINE OF SUMMERS LANE; THENCE SOUTH 1 DEGREE 08' EAST ALONG THE WEST LINE OF SUMMERS LANE, 88.41 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**  
**ATTACHMENT TO MODIFICATION AGREEMENT**

**Annual Fee:** There is no annual fee on your Account.

**Cancellation Fee:** If you cancel the credit line before 12/15/2006 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or \$500.00, whichever is greater. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

**Credit Limit:** The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$51,000.00, from the current amount of \$49,905.00 to the increased amount of \$100,905.00. All other terms and conditions relating to the credit limit including, without limitation, our ability to reduce the credit limit during any period when certain events have occurred on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

**Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates:** The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

**Margin:** The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is -0.400%.

**Auto Pay Service for Variable Rate Advances:** The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

EXHIBIT "B" CONTINUED  
ATTACHMENT TO MODIFICATION AGREEMENT

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments, as described above).

Borrower Initials: [Signature] Date: 11-17-06  
Borrower Initials: [Signature] Date: 11/17/06