2007-004114 Klamath County, Oregon



03/13/2007 08:52:47 AM

Fee: \$41.00



Nationwide Southpointe Plaza II

Prepared by: 380 Southpointe Blvd Suite 300 Canonsburg, Pa 15317 (800)920-0050 ふのみんの174

Citibank / Umesha Sharma 11800 Spectrum Center Dr. Reston, Va 22090

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #106110905797000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 11/29/2006, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and JEFFREY S BRADFORD and ANGELA D BRADFORD, AS TENANTSBY THE ENTIRETY (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1869 ALISA LN, KLAMATH FLS, OR 97601-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on <u>03/29/06</u>, 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 <u>000006-005900</u> of the Official Records of <u>KLAMATH</u> 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 <u>\$48,000.00</u>; and **NEW SECURED LOAN AMOUNT - \$30,300.00**

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 \$78,300.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$78,300.00.
- 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.

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- 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.

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Borrower: JEFFREY S BRADFORD	Borrower: ANGELA D BRADFORD
Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	. (2)
By signing below, you agree to the terms of this Agreen by Citibank against the Property. You are not a "Borr indebtedness owed under the Agreement. You agree, h Property for the amounts owed under the terms of this	ower" and are not personally liable for the nowever, that Citibank has a claim against the
STATE OF OREGON SS County of KLAMATH STATE OF OREGON SS COUNTY OF STATE OF OREGON STATE OF OREGIN STATE OF OREGIN STATE OF OREGIN STATE OF OREGON STATE OF OREGIN STATE OF OREGIN STATE OF OREGIN STATE OF OREGON STATE OF OREGIN STATE OF ORE	n NOV 29 2006 (date) by JEFFREY S
Witness my hand and official seal:	
(date commission expires): 2-6-07 Notary Public for: OREGON	OFFICIAL SEA RIONDA J YOU NOTARY PUBLIC - OREC COMMISSION NO. A3654
IF TRUSTOR IS A TRUST:	MY COMMISSION EXPIRES FEBRUARY 6, 200
By:	
	OFFICIAL SEAL RHONDA J YOUNG NOTARY PUBLIC - OREGON COMMISSION NO. A365407 MY COMMISSION EXPIRES FEBRUARY 6, 2007

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Citibank,	
By: Gernfer L Curtis Name: <u>Jennifer L Curtis</u>	ア
Name: <u>Jennifer</u> L Curtis	
Title: Unit Manager	
	1
STATE OF MISSOURI COUNTY OF ST. LOUIS SS:	4
On this	_, before me _ to me known, ein described and by authority of
Votary Public Clark	
My Commission Expires: 1/26/04	
CHRISTA FRANCIS Notary Public, State of Missouri St. Charles County My Commission # 05774567 Expires September 26, 2009	



NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A – PROPERTY DESCRIPTION

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

Lot 3 in Block 1 of Tract 1182, Green Knoll Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax ID: R-3809-22CC-1600

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