

2007-004130

Klamath County, Oregon



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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND LINE OF CREDIT TRUST DEED**

This Modification Agreement (this "Agreement") is made this **14TH DAY OF FEBRUARY, 2007**, between Wells Fargo Bank, N.A. (the "Lender") and **THOMAS P. FITZGIBBON AND LINDY S. FITZGIBBON, HUSBAND AND WIFE, AS TENANTS BY the Entirety** (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **June 22, 2005**, in the original maximum principal amount of **\$ 60,000.00**. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll **M05** at page(s) **54749 - 51** of the County of **KLAMATH** County, State of Oregon as document No. **N/A** (the "Security Instrument"), and covering real property located at **305 HILLSIDE AVE, KLAMATH FALLS, OREGON 97601** (the "Property") and described as follows:

All of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit: The Westerly 90 feet of Lot 7 in Block 4 of Dixon Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to **\$106,000.00** and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

OR LOC Modification Agrmt, HCWF#269v6 (05/23/06)



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Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.


Borrower **THOMAS P. FITZGIBBON**

(Seal)



Lindy S. Fitzgibbon
Borrower **LINDY S. FITZGIBBON** (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Wells Fargo Bank, N.A.

By: Katrina Hardman (Seal)

Its: _____



{ Acknowledgments on Following Pages }



Borrower **LINDY S. FITZGIBBON** (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Wells Fargo Bank, N.A.

By: Judy Ulrich (Seal)
Judy Ulrich

Its: Wells Fargo Employee

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
COUNTY OF Washington) ss.

On this 20 day of February, 2007, before me, a Notary Public in and for said county personally appeared Judy Ulrich, to me personally known, who being by me duly (sworn or affirmed) did say that that person is an employee of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said employee acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Elizabeth A. Runyan
Notary Public

Oregon
State of

My commission expires: March 9, 2007



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Oregon)

County of Harney))

This instrument was acknowledged before me on 2/14/07 (date) by
Thomas and Lindy Fitzgibbon
(name(s) of person(s))



Katrina Hardman
(Signature of notarial officer)
Notary
Title (and Rank)

My commission expires: 10/5/09

