



04/09/2007 10:06:07 AM

Fee: \$41.00



Record and Return to:

Nationwide Southpointe Plaza II  
380 Southpointe Blvd Suite 300  
Canonsburg, Pa 15317  
(800)920-0050

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

20278127

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #106121514698000

**[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this 12/29/2006, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and ESTEBAN G PIZANO, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 690 MILLER ISLAND RD, KLAMATH FALLS, OR 97603-0000.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 09/27/05, 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 M05-065129 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 \$30,000.00; and the new secured loan amount of \$50,000.00.

**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 \$80,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$80,000.00.
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.

unofficial  
copy



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

*E.G.P. 2* 12/29/2006  
Borrower: **ESTEBAN G PIZANO**

Borrower: \_\_\_\_\_

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.

*Donna Webb-Wayman* 12/29/2006  
DONNA WEBB-WAYMAN

\_\_\_\_\_

STATE OF OREGON )  
County of KLAMATH ) SS

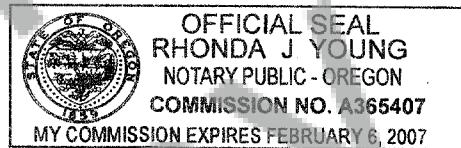
12-29-06

The foregoing instrument was acknowledged before me on    (date) by **ESTEBAN G PIZANO and DONNA WEBB-WAYMAN.**

Witness my hand and official seal: *Sp*

(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: \_\_\_\_\_

Citibank

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

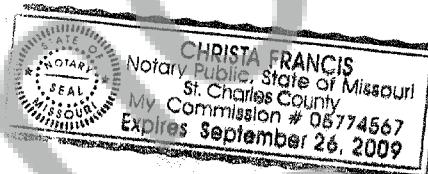
COUNTY OF ST. LOUIS

}  
} SS:  
}

On this 11<sup>th</sup> day of Jan, in the year 2007, 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.

Christa Francis  
Notary Public

My Commission Expires: 9-26-09



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Revised 09/27/2006



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

The following described real property in the County of Klamath and State of Oregon, free of encumbrances except as specifically set forth herein:

Beginning at a point which is 330 feet west of the northeast corner of Government Lot 6 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence easterly along the north line of said section 29, a distance of 756 feet; thence southerly parallel to the east line of Government Lot 1 and 6 to a point on the south boundary of Government Lot 2 of said section; thence west along the south boundary of Government Lots 2 and 1 a distance of 756 feet, more or less, to a point that is 330 feet west of the southeast corner of said Government Lot 1, thence North to the point of beginning, saving and excepting therefrom that portion thereof lying within the right of way of Miller Island Road.

Tax Id: 3909-29-300