

2007-020389

Klamath County, Oregon



00036330200700203890060065

12/05/2007 09:58:20 AM

Fee: \$46.00

Record & Return to:
Group9 Abstract, Inc.
W140 N8917 Lilly Road
Menomonee Falls, WI 53051
ATTN: GROUP 9, INC.



MODIFICATION AGREEMENT

Grantor/Mortgagor:

Account Number: 0656231859

DENNIS L ROSS AND THERESA L ROSS WHO ACQUIRED TITLE AS THERESA ROSS

This Modification of the WaMu Equity Plus(TM) ~~Security Instrument~~ ("Modification") is made and entered into on November 20, 2007 by and between WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing below ("collectively, the Grantor/Mortgagor").

Bank and Grantor/Mortgagor are parties to a WaMu Equity Plus Agreement and Disclosure (including any riders and previous amendments, the "Agreement"), which is being amended by a separate document with the same date as this Modification. The Agreement establishes an account for the borrower(s) identified therein (collectively, the "Borrower") with the Account 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, security deed, or other security instrument~~ (including any riders and previous amendments, the "Security Instrument") executed by Grantor/Mortgagor and recorded on 11/25/2005 as Instrument No. 69821, in Book or Liber M05, Page(s) 69821, in the Official Records of KLAMATH County, Oregon. The Security Instrument secures the performance of Borrower's obligations under the Agreement and Grantor/Mortgagor's obligations under the Security Instrument, and encumbers the property described in the Security Instrument and located at the Property Address stated below (the "Property"), as more particularly described in Exhibit "A" attached to and incorporated into this Modification.

The maximum principal amount to be advanced pursuant to the Agreement secured by the Security Instrument is \$105,000.00. The entire amount owing under the Agreement is due and payable in full, if not paid earlier, on 11/09/2035.

Bank and Grantor/Mortgagor, agree as follows:

3 2 6 3 8 B (06/12/07) w8.3

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1. **Effect of this Modification.** This Modification modifies, amends and supplements the Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Security Instrument. Except as modified, amended or supplemented by this Modification, the 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 Bank and each Grantor/Mortgagor.

2. **Modified Terms and Conditions.** The Security Instrument is modified, amended and supplemented by this Modification, as follows:

Credit Limit Increase: The Credit Limit stated in the Agreement and the Security Instrument is hereby increased by \$80,000.00, from the current amount of \$25,000.00 to the increased amount of \$105,000.00. 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 and your obligation not to request or obtain a credit advance that will cause your Account balance to exceed your Credit Limit, remain in full force and effect (except for any changes resulting from the amendment of the Agreement referenced above).

3. **Other Changes to the Agreement.** The terms and conditions of the Agreement have been amended in certain respects, and reference is made to the amended Agreement for information relating to the same.

4. **Definition of Terms.** Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Security Instrument, whether or not the terms used in this Modification or the Security Instrument, are capitalized.

Property Address:

9810 BUESING RD KLAMATH FALLS, OR 97603-9747

By signing below, Bank and Grantor/Mortgagor accept and agree to the terms and conditions of this Modification effective as of the date first set forth above.

BANK:

WASHINGTON MUTUAL BANK

By: Tanis Schmidt
(Bank Officer Signature)

TANIS SCHMIDT
(Printed Bank Officer Name)

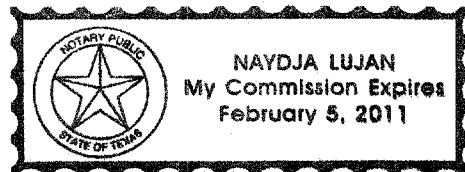
Its: VICE PRES
(Bank Officer Title)

STATE OF ^{Texas} ~~OREGON~~ TX)
) SS
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me this 26 day of Nov., 07, by
Tanis Schmidt as vice Pres.
(Bank Officer Name) (Bank Officer Title)
of WASHINGTON MUTUAL BANK


WITNESS my hand and official seal

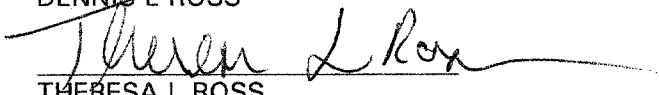
My commission expires: 2/5/2011
Naydja Lujan
Notary Public



0656231859

GRANTOR/MORTGAGOR:


DENNIS L ROSS

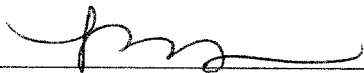

THERESA L ROSS

STATE OF OREGON)
COUNTY OF Klamath) SS

On this day personally appeared before me _____
DENNIS L ROSS _____ and
THERESA L ROSS _____ 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 21 day of NOV, 2007.


Notary Public in and for the State of Oregon
Residing at: Klamath Falls
My Appointment expires: 2-6-11

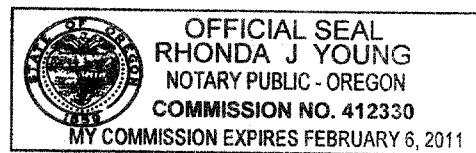


EXHIBIT "A"
ATTACHMENT TO MODIFICATION AGREEMENT

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 PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 32, TOWNSHIP 40 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" IRON ROD ON THE SOUTH LINE OF SECTION 32 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 32 BEARS SOUTH 89 DEGREES 57' 50" EAST, 1324.39 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 57' 50" WEST, 802.39 FEET; THENCE NORTH 00 DEGREES 37' 30" WEST, 520.03 FEET; THENCE NORTH 89 DEGREES 57' 50" WEST, 315.54 FEET TO A 5/8" IRON ROD ON THE WEST LINE OF THE SE 1/4 OF SECTION 32; THENCE NORTH 00 DEGREES 05' 12" EAST, 2108.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEYNE ROAD; THENCE SOUTH 89 DEGREES 57' 54" EAST, 48.98 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF A 30 FOOT WIDE ROAD EASEMENT; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING DESCRIBED COURSES: (1) SOUTH 08 DEGREES 10' 43" WEST, 125.43 FEET; (2) THENCE SOUTH 27 DEGREES 20' 19" EAST, 56.16 FEET; (3) THENCE SOUTH 55 DEGREES 11' 28" EAST, 236.69 FEET; (4) THENCE SOUTH 24 DEGREES 28' 48" EAST, 235.64 FEET; (5) THENCE SOUTH 03 DEGREES 43' 22" EAST, 173.72 FEET; (6) THENCE SOUTH 02 DEGREES 15' 55" WEST, 74.49 FEET TO A 5/8" IRON ROD; THENCE LEAVING THE SAID EASTERLY RIGHT OF WAY LINE SOUTH 89 DEGREES 03' 28" WEST, 971.17 FEET TO A 5/8" IRON ROD; THENCE SOUTH 00 DEGREES 14' 42" WEST, 1842.00 FEET TO THE POINT OF BEGINNING.