

2008-000729

Klamath County, Oregon



00038670200800007290060069

01/17/2008 08:42:41 AM

Fee: \$46.00

After recording return to:

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



## MODIFICATION AGREEMENT

Grantor/Mortgagor:

Account Number: 0715916680

ALLEN R. FORD AND SHERYL M. FORD

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on December 18, 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 03/10/2006 as Instrument No. M06-04359, in Book or Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, 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 \$140,000.00. The entire amount owing under the Agreement is due and payable in full, if not paid earlier, on 01/05/2036.

Bank and Grantor/Mortgagor, agree as follows:

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 \$40,000.00, from the current amount of \$100,000.00 to the increased amount of \$140,000.00. 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:

10438 MERLIN WAY KLAMATH FALLS, OR 97601-8666

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: *Thom Biggs*  
(Bank Officer Signature)

Thom Biggs  
(Printed Bank Officer Name)

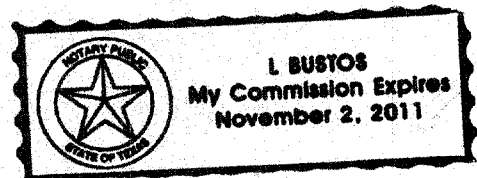
Its: *Officer*  
(Bank Officer Title)

STATE OF *Texas* )  
~~OREGON~~ ) SS  
COUNTY OF *Bexar* )

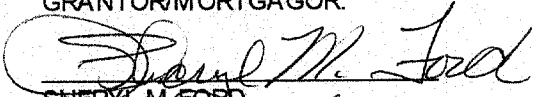
The foregoing instrument was acknowledged before me this *9th* day of *Jan 2008*, by  
*Thom Biggs* as *Officer*  
(Bank Officer Name) (Bank Officer Title)  
of WASHINGTON MUTUAL BANK.

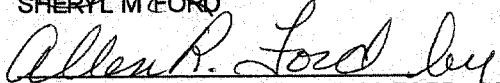
WITNESS my hand and official seal


My commission expires: *Nov 2, 2011*  
*L Bustos*  
Notary Public



GRANTOR/MORTGAGOR:

  
SHERYL M FORD

  
ALLEN R FORD, BY SHERYL M FORD, ATTORNEY IN FACT

  
Attorney in Fact

STATE OF OREGON )  
COUNTY OF Klamath ) SS

On this day personally appeared before me \_\_\_\_\_  
SHERYL M FORD and  
ALLEN R FORD, BY SHERYL M FORD, ATTORNEY IN FACT 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 December, 2007.

Melissa E. Buttram

Notary Public in and for the State of Oregon

Residing at: 2085 South 10th St Klamath Falls OR 97601

My Appointment expires: May 28 2011

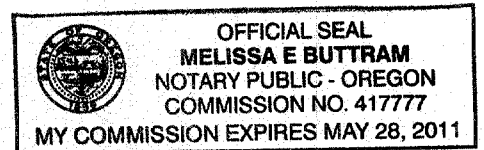


EXHIBIT "A"  
ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF  
KLAMATH, STATE OF OREGON; ALL THAT CERTAIN PARCEL OR TRACT OF  
LAND KNOWN AS: LOT 1079, TRACT 1422, RANCHVIEW ESTATES,  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF  
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.