

2008-002343

Klamath County, Oregon



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02/25/2008 03:16:17 PM

Fee: \$26.00

AFTER RECORDING MAIL TO:

Washington Mutual CLS
3990 S Babcock St MB0118FL
Melbourne, FL 32901
Attn: Modifications

Loan Number: 0656557097

ATE: 6551098

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made on February 13, 2008, between Michael G Hodges Sr and Anna Marie Hodges (individually and collectively, if more than one, "Borrower") and WASHINGTON MUTUAL BANK, FA (The "Bank")

Borrower has obtained a loan from the Bank (the "Loan") in the original credit limit amount of Thirty Thousand Dollars and 00/100 (\$30,000.00). The Loan is evidenced by a Line of Credit Agreement and Disclosure (the "Agreement") from Borrower dated June 25, 2007 and secured by a Deed of Trust (the "Deed of Trust") from Borrower as grantor, dated June 25, 2007 and recorded on July 03, 2007, Book No. 2007, page 11975 in Official Records of Klamath County, OR. The Loan covers the property described in the Deed of Trust and located at the address shown below (the "Property").

34488 SPRAGUE RIVER RD
SPRAGUE RIVER OR 97639

Borrower and the Bank now wish to make certain modifications to the loan terms, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification to Agreement. The Agreement is hereby modified as follows:

1.1 Credit Limit. The maximum credit limit shall be lowered to \$28,000.00 from \$30,000.00.

2. Miscellaneous. Except as herein modified, all the terms, covenants and conditions of the Agreement and Deed of Trust remain in full force and effect without modification or change. Each of the undersigned borrowers hereby ratifies and reaffirms such Borrower's personal liability for the payment of obligations contained in the Agreement and Deed of Trust. Nothing herein shall affect the validity or lien priority of the Deed of Trust on the property as security for the payment of all amounts owing on the Agreement as herein modified.

Dated as of the day and year first above written.

Borrower(s):

Michael G Hodges Sr

Michael G Hodges Sr

Anna Marie Hodges

Anna Marie Hodges

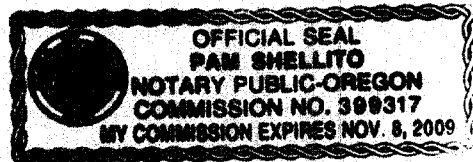
\$26-A

ACKNOWLEDGMENT OF GRANTOR

State of OREGON
County of KLAMATH

ON this 20 day of FEBRUARY, 2008, personally appeared before me to me known to be the individual(s) described in and who executed the within and foregoing Instrument, and acknowledged that he/she signed the same as **Michael G Hodges Sr and Anna Marie Hodges** free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 20 day of FEBRUARY, 2008.

Pam Shellito
Notary Public in and for the State of OREGON residing at
Klamath Falls
My appointment expires NOV 8, 2009



Bank: WASHINGTON MUTUAL BANK, FA

By: Gail Palmer
Gail Palmer
Corporate Officer

ACKNOWLEDGMENT OF LENDER

State of OREGON
County of KLAMATH

ON this 13TH day of FEBRUARY, 2008, before me MICHAEL L COLLINS, the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared **Gail Palmer** to me known to be the **Corporate Officer** of Washington Mutual Bank, FA the corporation that executed the foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year first above written.

Michael Collins
Notary Public in and for the State of OREGON, County of KLAMATH, Residing at
My appointment expires NOV. 4, 2011

