

2008-004963

Klamath County, Oregon



04/04/2008 09:17:39 AM

Fee: \$41.00

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

21 NOTE AND MORTGAGE MODIFICATION AGREEMENT 5P  
Deed of Trust

Citibank Loan #108021507299000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 02/29/2008, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and WILLIAM MILIMUKA, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1790 OUAILE RIDGE DR. KLAMATH FALLS, OR 97601-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 06/21/2007, 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 2007-011143 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 \$100,000.00; and NEW SECURED LOAN AMOUNT OF \$100,000.00

and WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note;

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 \$200,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$200,000.00.
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.



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.

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NBS-H-MOD-000-OR  
MILIMUKA

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Revised 05/17/2007  
ACAPS: 108021507299000



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

William Milimuka 02/29/2008  
Borrower: WILLIAM MILIMUKA

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.

STATE OF OREGON )SS  
County of KLAMATH )

The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of FEBRUARY, in the year 2008 by WILLIAM MILIMUKA.

Witness my hand and official seal: JO ANN R. SIEBECKE

(date commission expires): 07.06.2009

Notary Signature: JoAnn R. Siebecke



IF TRUSTOR IS A TRUST: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ Title



Citibank, N.A.

By: \_\_\_\_\_

*Monica Bitzer*

Name: MONICA BITZER

Title: UNIT MANAGER

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } SS:

On this 13th day of March, in the year 2008, before me personally came Monica Bitzer 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 names(s) there to by authority of the board of directors of said corporation.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





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

THE FOLLOWING REAL PROPERTY SITUATED IN KLAMATH FALLS, COUNTY OF KLAMATH, AND  
STATE OF OREGON, TO WITH:

LOT 11, BLOCK 2, QUAIL RIDGE, IN THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 1790 QUAIL RIDGE DR

PARCEL ID: R872035



**U44440077-010P05**

DOT MODIFICATION

US Recordings