

2008-005598

Klamath County, Oregon



00044397200800055980070070

04/17/2008 08:15:00 AM

Fee: \$51.00

Please return to:

Pamala K. Thurner
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

(Space Above this Line for Recording Data)

Title(s) of Document:

Modification and Clarification Agreement

Date of Document

December 21, 2007

Grantor(s):

Robert Clements

Angela Clements

Grantors' Address:

13455 Cedar Trails

Klamath Falls, OR 97603

Grantee(s):

USAA Federal Savings Bank

Grantee's Address:

10750 McDermott Freeway

San Antonio, TX

Loan (45606068)

Application (708298614)

MODIFICATION AND CLARIFICATION AGREEMENT

This Modification and Clarification Agreement references the Deed of Trust recorded October 3, 2007 as Document # 2007-017237 in the Official Records of Klamath County, Oregon.
LOAN # 45606068

THIS MODIFICATION AND CLARIFICATION AGREEMENT ("the Agreement") is made and entered into this 21st day of December, 2007 by and between USAA FEDERAL SAVINGS BANK, a federally chartered financial institution with offices located at 10750 McDermott Freeway, San Antonio, Texas 78288 ("USAA") and **Robert Clements and Angela Clements** (individually and collectively the Borrower[s]) (USAA, and Borrower[s] may be collectively referred to as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, USAA made a residential real estate secured first mortgage loan to Borrower[s] (the "Loan") in the original principal balance of **Three Hundred Sixty-five Thousand and zero/100** dollars US **\$365,000.00** ("the Original Principal Amount"); and

WHEREAS, the Loan and Note are secured by a deed of trust/mortgage (the "Security Instrument") upon the real property and the improvements thereon located at **13455 Cedar Trails, Klamath Falls, Oregon 97603** (the "Property") (herein the Note, the Security Instrument, and all other documents or instruments executed ancillary to, or in conjunction with, the Loan shall be referred to collectively as the "Loan Documents"); and

WHEREAS, in order for Borrower[s] to comply with certain Loan underwriting and mortgage eligibility requirements of USAA and of certain investors imposed in connection with the closing of the Loan (the "Requirements"), the Parties hereto have agreed to amend the maturity date to the first day of **October, 2037**.

WHEREAS, it was always the interest of the Parties that USAA comply with applicable Requirements in making the Loan; and

WHEREAS, in order to clarify and modify some of the terms and conditions of the Loan Documents, and to reflect the true intent of USAA, and Borrower with regard to the terms of the Loan, and in order to assure compliance with the Requirements, the Parties have each agreed to execute this Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Integration

The recitations set forth in the introduction provisions of this Agreement, and, except as set forth herein, the terms of all documents and instruments mentioned or referred to therein, specifically including, but not limited to, the Loan Documents, are hereby acknowledged to be accurate, and confirmed by the Parties, and are specifically incorporated into this Agreement by reference.

2. Amendment And Clarification

- A. That portion or section of the Security Instrument denominated "Section F" and designated as "NOTE " shall be modified so that the reference to a "Maturity Date" of the first day of September, 2037 shall be deleted and replaced with the maturity date of the first day of October, 2037 so that it is clear that the Maturity Date is October 1, 2037.
- B. This clarification of, and modification to the Security Instrument, as reflected herein and as set forth above, is made a part of the said Security Instrument, as though originally set forth and incorporated in said Document.

3. Ratification And Modification

This agreement shall not be deemed to modify or amend said Loan or Loan Documents, except as specifically set forth herein, and the Parties do hereby ratify and confirm said Loan and Loan Documents, as clarified and amended herein, and also ratify and confirm the Loan, the Loan Documents, and all the terms and conditions hereof.

4. Outstanding Balance

Borrower hereby ratifies and confirms that, as of the date of this Agreement, the present outstanding principal balance on the Note is *Three Hundred Sixty-four Thousand Three Hundred Twenty-two Dollars and 87/100 (\$364,322.87)*. Further, borrower represents and agrees that there are no defenses, offsets or counterclaims to either the enforcement of the terms of the Loan Documents as presently constituted, including, but not limited to, the Security Instrument, or to the payment of this outstanding principal loan balance.

5. Full Force and Effect: Reaffirmation Of Terms

- A. The Parties covenant and agree that all terms and conditions of the Loan and of all Loan Documents, shall remain in full force and effect, and are hereby ratified.
- B. The Parties further confirm that nothing herein contained shall in anywise impair, alter, release or diminish the terms, covenants or conditions of the lien or encumbrance created upon the Property by the Security Instrument, or of the Loan, or of the Loan Documents, other than as expressly stated in this Agreement.
- C. The Parties each hereby ratify and reaffirm all of their obligations set forth in the Loan and in the Loan Documents and agree to perform each and all of the covenants, agreements, and obligations therein, and to be bound by each and all of the terms and provisions thereof, as herein clarified and modified.
- D. The Liability of all Parties executing this agreement as a Borrower shall be joint and several.

6. Binding Effect

The provisions of this Agreement shall be binding upon and insure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns, including without limitation, any subsequent holder or holders of the Mortgage referenced herein.

7. Miscellaneous

- A. To the fullest extent possible, the terms of this Agreement and those of the other Loan Documents shall be read consistently and in harmony. In the event, however, of a conflict of disparity between the terms of this Agreement and those of the other Loan Documents, the terms of this Agreement shall prevail.


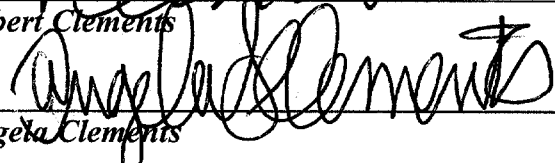
- B. This Agreement contains the entire understanding of the Parties with regard to the subject hereof. This Agreement may not be charged orally but only by a writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought to be enforced.
- C. All capitalized terms used herein and not defined in this Agreement shall be given the same meaning when used herein as given in the Loan Documents when used therein.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- E. This Agreement supersedes all prior understandings and agreements between the Parties. This Agreement may not be amended orally, but only with a writing signed by each of the Parties.

Legal description: Lot 3 in Block 5 of TRACT 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

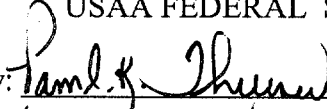
Parcel ID# 4008-020B0-00500-000

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:



Robert Clements

Angela Clements

USAA FEDERAL SAVINGS BANK

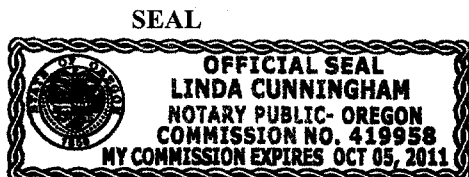
By: 
Pamala K. Thurner
Its: ACCOUNT SERVICES SPECIALIST II

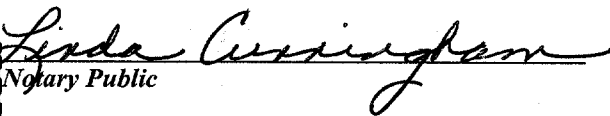
State of OREGON

County of KLAMATH

The foregoing instrument was sworn to and acknowledged before me, the undersigned notary in and for said County and State this 14 day of JANUARY, 2008 by Robert Clements and Angela Clements, husband and wife, said person (s) being known or proven to me to be the person (s) whose name (s) is/are set forth on the above document and who confirmed that he/she/they executed the foregoing document for the reason (s) and in the capacity(ies) stated therein.

Witness my hand and official seal in the county and state last aforesaid, this 14 day of JANUARY, 2008



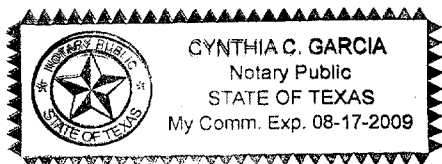

Notary Public

State of TEXAS

County of Bexar

The foregoing was subscribed, sworn to, and acknowledged before me, the undersigned notary in and for said County and State this 15th day of January, 2008 by Pamala K. Thurner, Account Services Specialist II for USAA Federal Savings Bank, said person(s) known to me to be the person(s) whose names are set forth thereon and who confirmed to me that they executed the above Document and in the capacity stated therein.

SEAL



Cynthia C. Garcia

Notary Public

My commission Expires: 8.17.2009