

2008-006736
Klamath County, Oregon



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05/07/2008 10:17:43 AM

Fee: \$46.00

Prepared By:
Wells Fargo Bank, N.A.
ROSE A BARIKMAN
DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-
01W
DES MOINES, IOWA 50328-0001
866-537-8489

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

State of Oregon [✓] {Space Above This Line For Recording Data}
Account number: 654-654-6195601-1998 Reference number: 20080937100272

14472302
**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND LINE OF CREDIT TRUST DEED**

This Modification Agreement (this "Agreement") is made this 14TH DAY OF APRIL, 2008, between Wells Fargo Bank, N.A. (the "Lender") and MICHAEL D EITREIM AND KATHY M EITREIM, HUSBAND AND WIFE (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated February 06, 2003, in the original maximum principal amount of \$ 25,000.00. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll _____ at page(s) 12244 of the County of KLAMATH County, State of Oregon as document No. M03 (the "Security Instrument"), and covering real property located at 2424 7TH ST, MALIN, OREGON 97624 (the "Property") and described as follows:

SEE ATTACHED EXHIBIT

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$50,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

OR LOC Modification Agrmt, HCWF#269v7 (01/22/07)



1/5

Documents Processed 04-11-2008, 17:28:04

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

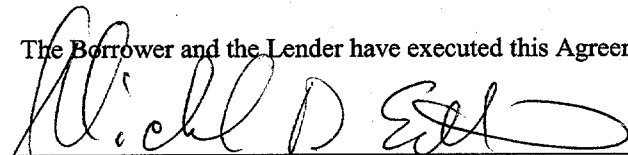
The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

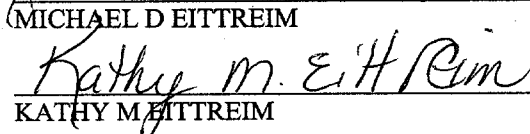
Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.


MICHAEL D EITTREIM (Seal)
-Borrower


KATHY M. EITTREIM (Seal)
-Borrower



Wells Fargo Bank, N.A.

By: [Signature] (Seal)

Its: A.V.P.

{ _____ {Acknowledgments on Following Pages _____ }



State of Iowa

County of Dallas

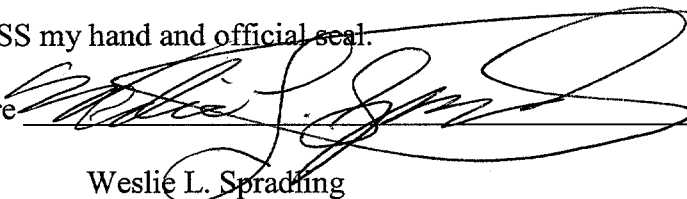
On April 18, 2008 before me, Weslie L. Spradling/ Notary Public (here insert name and title of the officer), personally appeared Jerry Tolzman, Associate Vice President, Wells Fargo Bank N.A.,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

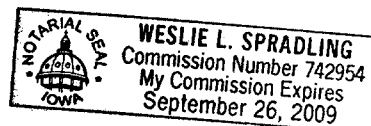


(Seal)

Weslie L. Spradling

Notary Public

My Commission Expires : 09/26/2009



Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of Des Moines

Notary Address: 4200 Park Ave Bldg 1 Apt 28, Des Moines, IA 50321

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Oregon)

County of Klamath)

This instrument was acknowledged before me on April 14, 2008 (date) by
Michael D Eitheim, Kathy M Eitheim

(name(s) of person(s))

(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary (Gerard Barker)
Title (and Rank)

My commission expires: 10-23-2012

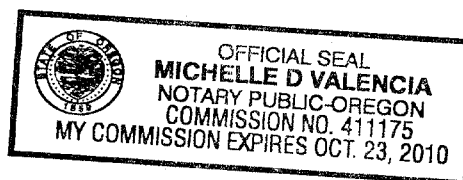


EXHIBIT "A"

LEGAL DESCRIPTION


A PARCEL OF LAND SITUATED IN THE STATE OF OREGON, COUNTY OF
KLAMATH, WITH A STREET LOCATION ADDRESS OF 2424 7TH ST; MALIN, OR
97624 CURRENTLY OWNED BY MICHAEL D EITTREIM AND KATHY M EITTREIM
HAVING A TAX IDENTIFICATION NUMBER OF R125466 AND FURTHER
DESCRIBED AS RAILROAD ADDITION TO CITY OF MALIN* BLOCK E* LOT 1-4
S2 .

R125466

2424 7TH ST; MALIN, OR 97624

20080937100272

36898125/f

 EITTREIM
14472302 OR
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
