

2009-002650

Klamath County, Oregon



00061246200900026500080085

02/23/2009 09:44:53 AM

Fee: \$56.00

WHEN RECORDED RETURN TO:

FISERV LENDING SOLUTIONS  
350 NORTH ORLEANS ST  
RECEIPT & DISPATCH 8TH FLOOR  
CHICAGO IL 60654

State of Oregon

Space Above This Line For Recording Data

795618

## AGREEMENT TO MODIFY DEED OF TRUST

This Agreement to Modify Deed of Trust ("Agreement" or "Modification" or "Modification Agreement") is made effective as of January 8, 2009 (the "Effective Date") between:

Ann Martin and Paul K. Martin, wife and husband; whose address is: 9507 KESTREL RD, KLAMATH FALLS, OR 97601

☐ If checked, refer to the attached Addendum incorporated herein for additional Grantors, their signatures and acknowledgments.

the address of each of whom is as stated in the Credit Agreement and/or Security Instrument, defined below ("Grantor," whether one or more), and USAA Federal Savings Bank, whose address is 10750 McDermott Freeway, San Antonio, Texas, 78288 ("USAA FSB" or "Lender"), modifies, amends, and supplements (1) the Deed of Trust, (the "Security Instrument") dated December 30, 2005 and recorded at Klamath County Records Book MO6 Pg 01746

and (2) the Home Equity Line of Credit Agreement or the Equity Line of Credit Agreement and Disclosure bearing the same date as and secured by the Security Instrument (the "Credit Agreement"), said Security Instrument covering the real and personal property described in the Security Instrument and defined therein as the Real Property or Property, evidencing the mortgage loan made by USAA FSB to Borrower(s) as identified in the Credit Agreement (the "Loan"), the real property described in said Security Instrument being set forth in Exhibit A, attached hereto and made a part hereof.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. The current outstanding principal balance of the Credit Agreement as of [date] January 7, 2009 is \$ 73,067.95.

REAL ESTATE MODIFICATION-OREGON

2001 Wolters Kluwer Financial Services · Bankers Systems™ Form USAA-MMOD-OR 6/15/2007  
67605-0707

(page 1 of 6)



MARTIN, ANN K

Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

2. Grantor has requested that certain terms of the Credit Agreement and Security Instrument be modified. Lender has agreed to make certain modifications and by altering and amending Grantor's account and account records to reflect the modifications contained in this Agreement, evidences its agreement to them. Therefore, the following paragraphs of the Credit Agreement are amended as follows: [An "X" is placed before the following provisions that apply]

X a. Change of Credit Limit. Beginning with the Effective Date of this Agreement, the Credit Limit in the Credit Agreement is modified to be as follows:

FROM the previous Credit Limit of \$ 75,000.00 (the "Previous Credit Limit")

TO the new Credit Limit of \$ 125,000.00 (the "New Credit Limit").

       b. Change of Rate. Beginning with the Effective Date of this Agreement and continuing for the remaining term of the Credit Agreement unless increased or decreased in accordance with the movement of the Index, as explained in the Credit Agreement, the periodic rate and the Annual Percentage Rate and the Margin are modified to be as follows:

Periodic Rate:        %

ANNUAL PERCENTAGE RATE:        %

The number of percentage points (also called the Margin) added to the Prime Rate as published in the Wall Street Journal (or the Wall Street Journal Prime Rate) to obtain the annual percentage rate:        %.

       c. Change of Minimum Payment Amount.

(1) For Interest-Only Payment Option. Beginning with the Effective Date of this Agreement, the provisions governing the Minimum Payment Amount and Principal Reduction or Balloon Payment and, if applicable, the Regular Payment, are modified to be as follows:

If the Credit Agreement refers to a "Regular Payment," then the Regular Payment will be equal to the amount of accrued finance charges on the last day of the Billing Cycle and the Minimum Payment under that Credit Agreement will be the Regular Payment plus any amount past due and all other charges. If the Credit Agreement refers only to a Minimum Payment and does not refer to a Regular Payment, then the amount of the Minimum Payment under that Credit Agreement will equal the amount of accrued finance charges on the last day of the Billing Cycle.

**Under this Interest Only Payment Option, the minimum payment will not repay any of the principal balance outstanding on the Loan Account Balance (the account balance).** Borrower will be required to pay the entire outstanding balance in a single payment. At that time, Lender may, but is not obligated to, refinance this Line of Credit (or Credit Line). If Lender does refinance this Line of Credit (or Credit Line) at maturity, Borrower may be required to pay some or all of the closing costs normally associated with a new loan.

\_\_\_\_ (2) For Percentage of Outstanding Balance Payment Option. Beginning with the Effective Date of this Agreement, the provisions governing the Minimum \_\_\_\_\_ Payment Amount and Principal Reduction or Balloon Payment and, if applicable, the Regular Payment, are modified to be as follows:

If the Credit Agreement refers to a "Regular Payment," then the Regular Payment will be equal to 1.5 percent of the Loan Account Balance (or the outstanding balance) on the last day of the Billing Cycle or \$100.00, whichever is greater, and the Minimum Payment under that Credit Agreement will be the Regular Payment plus any amount past due and all other charges. If the Credit Agreement refers only to a Minimum Payment and does not refer to a Regular Payment, then the amount of the Minimum Payment under that Credit Agreement will be equal to 1.5 percent of the Loan Account Balance (or the outstanding balance) on the last day of the Billing Cycle or \$100.00, whichever is greater.

Under this Percentage of Outstanding Balance Payment Option, the minimum payments may not be sufficient to repay the principal that is outstanding on the line. If they are not, Borrower will be required to pay the entire outstanding balance in a single payment. At that time, Lender may, but is not obligated to, refinance this Line of Credit (or Credit Line). If Lender does refinance this Line of Credit (or Credit Line) at maturity, Borrower may be required to pay some or all of the closing costs normally associated with a new loan.

\_\_\_\_ d. Change of Term. Beginning with the Effective Date of this Agreement, the provision governing the maturity or Maturity Date is modified to be as follows:

Maturity or Maturity Date: \_\_\_\_\_

3. Except as otherwise expressly modified hereby, all terms and provisions of the Credit Agreement and Security Instrument are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms as hereby modified. To the extent of any conflict between the Credit Agreement and Security Instrument, on the one hand, and this Agreement, on the other hand, this Agreement shall control. Grantor represents and warrants that as of the Effective Date of this Agreement no default exists in the Credit Agreement or Security Instrument.
4. Grantor hereby agrees to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Credit Agreement and Security Instrument as previously executed by Grantor, as modified hereby. Grantor hereby reaffirms to USAA FSB each of the representations, warranties, covenants, and agreements contained in the Credit Agreement, Security Instrument, or any or all other documents executed by Grantor in connection with the Loan, with the same force and effect as if each were separately stated herein. This Agreement is not intended to be a satisfaction and replacement of the existing obligation, but rather a modification, amendment, and supplement of the existing obligation.

5. Grantor hereby acknowledges and agrees that the liens and security interests of the Security Instrument and any other documents and instruments executed in connection with the Loan evidenced by the Credit Agreement (the "Home Equity Liens") are valid and subsisting liens and security interests and are superior to all other liens and security interests against the Real Property or Property and any other collateral to which they attach, with the sole exception of the indebtedness secured by encumbrances of record on the date of the Security Instrument and of which Grantor made Lender aware prior to closing of the Loan (if any and if such indebtedness is still unsatisfied), and those Home Equity Liens are hereby renewed and extended and carried forward in full force and effect.
6. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.
7. In the event the enforceability or validity of any portion of this Agreement, the Credit Agreement, the Security Instrument, or any other documents executed in connection with the Loan, all as modified hereby, is challenged or questioned, such provision shall be construed in accordance with and shall be governed by whichever applicable federal or state law would uphold or would enforce such challenged or questioned provision.
8. THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS, AS HERETOFORE OR HEREIN MODIFIED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
9. In the event the term, "Grantor," represents more than one person, then the terms of this Modification Agreement are undertaken by each and every person, and all duties under this Modification Agreement are joint and several. All references to the singular include the plural; all references to the masculine include the feminine.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth in the acknowledgments below, the last date of said acknowledgments to constitute the "Execution Date" of this Modification, this Modification to be effective as of the Effective Date identified above.

GRANTOR:

<input checked="" type="checkbox"/> <u>Ann K Martin</u> <u>1/9/09</u> ANN MARTIN (Date)	<input checked="" type="checkbox"/> <u>Paul J. Martin</u> <u>12/31/08</u> PAUL J. MARTIN (Date)
<input checked="" type="checkbox"/> _____ (Date)	<input checked="" type="checkbox"/> <u>Paul J. Martin</u> <u>15 JAN 09</u> Paul J. Martin (Date)

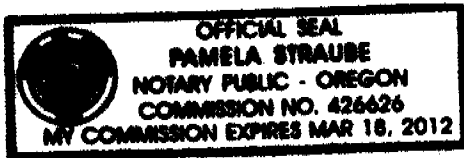
**ACKNOWLEDGMENT:**

STATE OF OREGON, COUNTY OF KLAMATH } ss.  
(Individual) This instrument was acknowledged before me this 9<sup>th</sup> day of  
January, 2009, by

ANN MARTIN

My commission expires: 3-18-12

(Seal)



☒

Pamela Straube

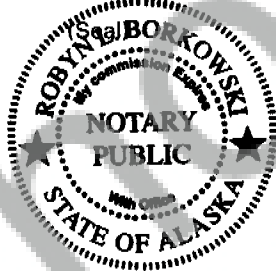
(Notary Public)

Printed Name: Pamela Straube

STATE OF OREGON, COUNTY OF KLAMATH } ss.  
(Individual) This instrument was acknowledged before me this 15<sup>th</sup> day of  
January, 2009, by

PAUL J. MARTIN

My commission expires: with term



☒

Robyn L. Borkowski

(Notary Public)

Printed Name: Robyn L. Borkowski

(Individual)

STATE OF OREGON, COUNTY OF KLAMATH } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(Seal)

☒

(Notary Public)

Printed Name: \_\_\_\_\_

(Individual)

STATE OF OREGON, COUNTY OF KLAMATH } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(Seal)

☒

(Notary Public)

Printed Name: \_\_\_\_\_

USAA Federal Savings Bank

[Signature]

Home Equity Services Specialist  
Title of Officer

GENEVIEVE MORALEZ

Printed Name

**ACKNOWLEDGMENT:**

STATE OF TEXAS, COUNTY OF BEXAR } ss.

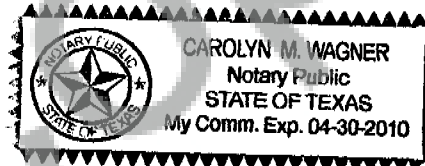
This instrument was acknowledged before me this 20 day of

January, 2009, by GENEVIEVE MORALEZ

My Commission expires: 04-30-2010  
(Seal)

☒ Carolyn M. Wagner  
(Notary Public)

Printed Name: Carolyn M. Wagner



FileNo : 13512925

### **Schedule A**

THE FOLLOWING DESCRIBED REAL PROPERTY, FREE OF ENCUMBRANCES  
EXCEPT AS SPECIFICALLY SET FORTH HEREIN:

LOT 726 OF RUNNING Y RESORT PHASE 9, RECORDED SEPTEMBER 14,  
2000 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE  
OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

AND AS FURTHER AMENDED AND SUBJECT TO ALL THE ADDITIONAL  
AMENDMENTS, TERMS, CONDITIONS, EASEMENTS AND COVENANTS AS  
SHOWN ON THE DEED TO PAUL J. MARTIN AND ANN MARTIN, AS RECORDED  
IN BOOK M04 PAGE 83764 AND RECORDED: 12/7/2004

APN: R-3808-015BA-02500-000