

2009-003152

Klamath County, Oregon



00061836200900031520020026

03/03/2009 10:51:32 AM

Fee: \$26.00

AFTER RECORDING MAIL TO:  
Washington Mutual CLS  
2210 Enterprise Drive FSC 0157  
Florence, S.C. 29501

Attn: Modifications

Loan Number: 0045210408

### LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made on March 2, 2009, between JOHN FRANK HOGARTH and PAMELA HOGARTH, (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 Eighty Nine Thousand Nine Hundred Dollars and 00/100 (\$89,900.00). The Loan is evidenced by a Line of Credit Agreement and Disclosure (the "Agreement") from Borrower dated October 17, 2007 and secured by a Deed of Trust (the "Deed of Trust") from Borrower as grantor, dated October 17, 2007 and recorded on November 07, 2007, Document No. 2007-019065 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").

12323 CEDAR TRAIL  
KENO, OR 97627

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:

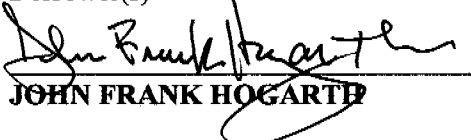
1. Modification to Agreement. The Agreement is hereby modified as follows:

1.1 Credit Limit. The maximum credit limit shall be lowered to \$71,029.00 from \$89,900.00.

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):

  
JOHN FRANK HOGARTH

  
PAMELA HOGARTH

**ACKNOWLEDGMENT OF GRANTOR**

State of Oregon  
County of Klamath

ON this 2 day of March, 2009, 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 **JOHN FRANK HOGARTH and PAMELA**  
**HOGARTH**, free and voluntary act and deed, for the uses and purposes therein mentioned. Given under  
my hand and official seal this 2 day of March, 2009.



Notary Public in and for the State of Oregon, residing at

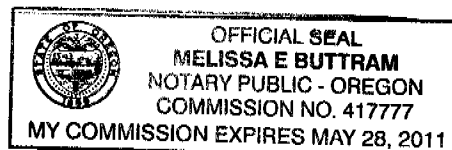
Klamath Falls OR.

My appointment expires May 28, 2011.

Bank: WASHINGTON MUTUAL BANK, FA

By: 


Gail Palmer  
Officer



**ACKNOWLEDGMENT OF LENDER**

State of Oregon  
County of Klamath

ON this 2 day of March, 2009, before me Melissa E. Buttram, 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.



Notary Public in and for the State of Oregon, County of Klamath

Residing at Klamath Falls

My appointment expires May 28, 2011.

