

2009-012073

Klamath County, Oregon

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



00072400200900120730070070

Wilshire Credit Corporation
14523 SW Millikan Road, #200
Beaverton, Oregon 97005

09/09/2009 03:15:22 PM

Fee: \$61.00

Loan: 2172920
MIN: 100372406032397504
APN/Tax ID: R133064

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15775131

MODIFICATION OF LEGAL DESCRIPTION TO DEED OF TRUST AND PARTIAL RECONVEYANCE

This Agreement, made this ____ day of August, 2009, is made by and between Paul W. Chamberlain ("Borrower") and Wilshire Credit Corporation, the servicing agent and Attorney in Fact for U.S. Bank National Association as Trustee for the Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificate Series 206-BC3 ("Lender") whose address is 180 East Fifth Street, St. Paul, MN 55101, and Northwest Trustee Services, Inc. as Successor Trustee ("Trustee") pursuant to the Appointment of Successor Trustee dated February 4 2008 recorded in the Official Records of Klamath County, Oregon under document #2008-002436, and hereby amends and supplements the Deed of Trust Security Agreement and all riders thereto, (the "Security Instrument") dated March 21, 2006 and recorded as Document # M06-05675 in the Official Records of Klamath County, Oregon, and which secures a Promissory Note of even date in the amount of \$159,250.00, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", commonly known as 147930 Highway 97 North, Gilchrist, Oregon 97737.

This Agreement is intended to modify and change the original legal description for the Property described in Exhibit A attached hereto and encumbered by the Security Agreement by: a) releasing and reconveying the real property legally described in Exhibit B attached hereto from the legal description of the Property in the Security Agreement; and b) by adding the real property legally described in Exhibit C attached hereto to the legal description of the Property in the Security Agreement.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1) That a portion of the Property in the Security Agreement containing 1.21 acres more or less and legally described in Exhibit B attached hereto is hereby deleted from the legal description of the Property in the Security Agreement. The deleted real property is the parcel legally described in the Bargain and Sale Deed between Paul W. Chamberlain, as grantor, and Adam Kleist, as grantee, dated October 26, 2006 and recorded as Document # 2006-021940 in the Official Records of Klamath County, Oregon;
- 2) That a parcel of real property containing 1.21 acres more or less and legally described in Exhibit C attached hereto is hereby added to the legal description of the Property in the Security Agreement. The real property to be added to the Property and encumbered by the Security Agreement is the parcel of real property legally described in the Bargain and Sale Deed between Adam Kleist, as grantor, and Paul W. Chamberlain, as grantee, dated October 26, 2006 and recorded as Document # 2006-021939 in the Official Records of Klamath County, Oregon;
- 3) Therefore, the real property legally described in Exhibit B is hereby deleted from the legal description of the Property in Security Agreement and is hereby fully released and reconveyed from the Security Agreement;
- 4) Therefore, the real property legally described in Exhibit C is hereby added to the legal description of the Property in Security Agreement and henceforth, the new legal description of the Property in Security Agreement shall be the real property legally described in Exhibit D attached hereto;

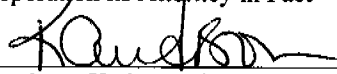
FSU-


- 5) That the amount payable under the Note and the Security Instrument has not been modified;
- 6) That this Agreement shall not be deemed a waiver by the Lender of any default by the borrower;
- 7) That this Agreement shall not limit, in any way, any of the Lender's remedies permitted by the Security Instrument without further notice or demand on Borrower.

The Borrower understands and agrees as follows:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall continue to apply to a default under the Security Agreement.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Except as specifically set forth in paragraph 3) above, nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) This Agreement is not a forbearance or loan modification agreement. This Agreement shall not in any way postpone or stay any pending or future foreclosure action taken by the Lender.

US Bank, National Association as Trustee for the
MLMI SURF Trust Series 2006-BC3 by Wilshire
Credit Corporation its Attorney in Fact

By: 
Name Typed: Kathy Anderson
Title: Assistant Vice President


Paul W. Chamberlain


Northwest Trustee Services, Inc. Successor Trustee

[Space Below This Line For Acknowledgments]

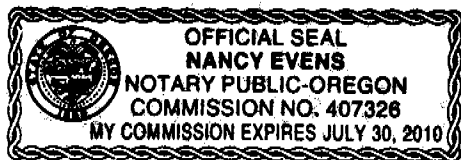
State of Oregon)
County of Deschutes)ss

This instrument was acknowledged before me on the 8th day of September, 2009, by Paul W. Chamberlain, as his free and voluntary act for the purposes set forth herein.

Nancy Evens
Notary Signature

Date: September 8, 2009

My commission expires: July 30, 2010



[SEAL]

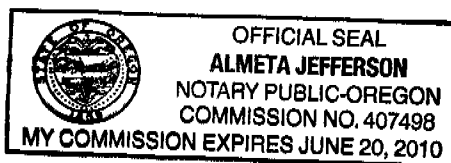
State of Oregon)
County of Washington)ss

On 8-21-09 before me, **Almeta Jefferson**, Notary Public, Personally appeared **Kathy Anderson**, who is the **Assistant Vice President of Wilshire Credit Corporation**, 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.

WITNESS my hand and official seal.

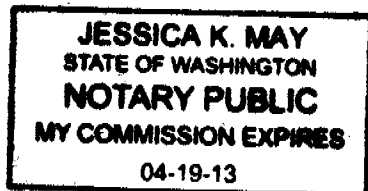
Almeta Jefferson
Almeta Jefferson, Notary Public

[SEAL]



State of WASHINGTON)
County of KING)ss

This instrument was acknowledged before me on the 31st day of August, 2009, by Chris Ashcraft, as an Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the purposes set forth herein.



Jessica K May
Notary Signature

Date: 9/1/09

My commission expires: 4/19/13

[SEAL]

Exhibit "A"

CHAMBERLAIN

23-09-24D-400 BEFORE ADJUSTMENT

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows;

Commencing at a 2 ½" brass cap monumenting the Center 1/4 corner of said Section 24,

Thence; South 1°00'20" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 100.80 feet to the INITIAL POINT of this description;

Thence; South 1°00'20" West along said West line, a distance of 584.52 feet to the centerline of the Walker Basin Canal,

Thence; North 34°51'30" East along said centerline, a distance of 281.71 feet,

Thence; South 58°32'16" East, a distance of 406.60 feet to the West right-of-way line of The Dalles-California Highway,

Thence; North 31°27'00" East along said West right-of-way line, a distance of 647.24 feet to a point offset 100.80 feet perpendicular from the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24,

Thence; North 89°05'09" West parallel with said North line, a distance of 835.38 feet to the INITIAL POINT of this description,

Said description containing 7.44 acres more or less.

Exhibit "B"

**CHAMBERLAIN TO KLEIST
23-09-24D-400 TO 23-09-24D-300**

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows;

Commencing at a 2 1/2" brass cap monumenting the Center 1/4 corner of said Section 24,

Thence; South 89°05'09" East along the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 556.57 feet,

Thence; South 34°50'56" West, a distance of 121.49 feet the INITIAL POINT of this description,

Thence; South 89°05'09" East parallel with the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 346.48 feet to the West right-of-way line of The Dalles-California Highway,

Thence; South 31°27'00" West along said West right-of-way line, a distance of 173.46 feet,

Thence; North 89°05'09" West parallel with the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 358.88 feet,

Thence; North 34°50'56" East, a distance of 180.08 feet to the INITIAL POINT of this description.

Said description containing 1.21 acres more or less.

Exhibit "C"

**KLEIST TO CHAMBERLAIN
23-09-24D-300 TO 23-09-24D-400**

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows;

Beginning at the Initial Point a 2 1/2" brass cap monumenting the Center 1/4 corner of said Section 24,

Thence; South 89°05'09" East along the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 556.56 feet,

Thence; South 34°50'56" West, a distance of 121.49 feet,

Thence; North 89°05'09" West parallel with said North line, a distance of 488.90 feet to the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 24,

Thence; North 1°00'20" East along said West line a distance of 100.80 feet to the Initial Point of this description.

Said description containing 1.21 acres more or less.

Exhibit "D"
CHAMBERLAIN
23-09-24D-400 AFTER ADJUSTMENT

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows;

Beginning at the Initial Point a 2 1/2" brass cap monumenting the Center 1/4 corner of said Section 24,

Thence; South 1°00'20" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 685.32 feet to the centerline of the Walker Basin Canal,

Thence; North 34°51'30" East along said centerline, a distance of 281.71 feet,

Thence; South 58°32'16" East, a distance of 406.60 feet to the West right-of-way line of The Dalles-California Highway,

Thence; North 31°27'00" East along said West right-of-way line, a distance of 473.78 feet,

Thence; North 89°05'09" West parallel with the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 24, a distance of 358.88 feet,

Thence; North 34°50'56" East, a distance of 301.57 feet to said North line,

Thence; North 89°05'09" West along said North line, a distance of 556.56 feet to the Initial Point of this description.

Said description containing 7.44 acres more or less.