

2012-008261

Klamath County, Oregon



00121869201200082610040041

07/30/2012 08:51:52 AM

Fee: \$57.00

~~Record and Return to:~~

JPMorgan Chase Bank NA
Legal Department/Mayra Rodriguez
4915 Independence Parkway, Floor 2
Tampa, Florida 33634

5124780

**LEGAL DESCRIPTION CORRECTION MODIFICATION AGREEMENT
SUPPLEMENT TO DEED OF TRUST AND PARTIAL RECONVEYANCE**

CORRECTION TRUST DEED.

This Legal Description Correction Modification Agreement Supplement to Deed of Trust and Partial Reconveyance (the "Correction Agreement") made and entered into by Larry D. Campbell, Sr., married, hereinafter referred to as "Borrower", and Mr. James B. Shackelford c/o First American Title Insurance Co. 3630 LBJ Highway, Suite 150, Dallas, Texas, 75234, as "the Trustee" and JPMorgan Chase Bank, N.A., which has an office located at 4915 Independence Parkway Floor 2, Tampa, Florida 33634, hereinafter referred to as "Beneficiary,"

WITNESSETH:

WHEREAS, on February 6th, 2008, the Borrower entered into a certain Deed of Trust the ("Deed of Trust") to Mr. James B. Shackelford c/o First American Title Insurance Co. 3630 LBJ Highway, Suite 150, Dallas, Texas, 75234, as the Trustee, and JPMorgan Chase Bank, N.A., as the Beneficiary securing a note in the principal sum of Seventy Seven Thousand and 00/100 (\$77,000.00) (the "Note"), which Deed of Trust was recorded on March 10th, 2008, as DOC # 2008-002980 in the Official Records of the County of Klamath County, State of Oregon.

WHEREAS, the Deed of Trust contains an error in the legal description and the parties thereto desire and hereby agree to modify said Deed of Trust to accurately reflect the correct legal description, which at all times was intended to have been set forth therein.

WHEREAS, the Trustee and the Beneficiary shall release or reconvey any lien interest in the property, which may be erroneously described in the original recording of the Deed of Trust, described as follows (the "Original Legal Description"):

The land referred to is situated in the STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, and described as follows:

THE SOUTH 98 FEET OF THE E ½ OF TRACT 16 OF RESUBDIVISION OF TRACTS 25 AND 32 OF ALTAMONT RANCH TRACTS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

NOW THEREFORE, in consideration of the above premises and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto do and hereby modify said Deed of Trust to replace the Original Legal Description with the correct legal description so that the legal description contained therein shall read as follows (the "Correct Legal Description"):

The land referred to is situated in the STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, and described as follows:

THE SOUTH 98 FEET OF THE E ½ OF TRACT 16 OF RESUBDIVISION OF TRACTS 25-32 OF ALTAMONT RANCH TRACTS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Correction Agreement now held by Beneficiary is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Correct Legal Description.

In addition, the parties hereto agree to the following:

1. The Deed of Trust will encumber the property described in the Correct Legal Description as if such property had originally been described in the Deed of Trust.
2. **Trustee and Beneficiary hereby releases or reconveys any lien interest in the property described in the Original Legal Description which is not described in the Correct Legal Description.**
3. Borrower hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Borrower(s) therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.
4. This Correction Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Borrower(s) acknowledge to be a valid and existing first lien against the real property described in the Correct Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
5. Notwithstanding anything herein to the contrary, this Correction Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Borrower(s), all of which shall remain in force and inure to the benefit of the Beneficiary and any insurer of the title to the

property described in the Correct Legal Description or the lien of the Deed of Trust thereon.

6. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Beneficiary or assigned and/or endorsed to the Beneficiary; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Beneficiary or made and delivered to another Beneficiary and purchased or transferred to the Beneficiary and now serviced by the Beneficiary by virtue of any assignment to it. The Borrower(s) referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

This Correction Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

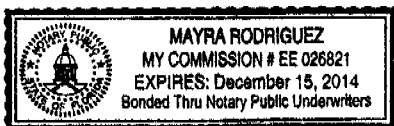
JPMORGAN CHASE BANK, N.A.

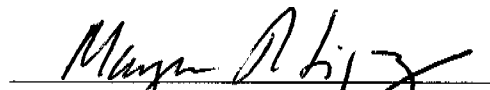

Sherry Lovett-Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of May, 2012, by Sherry Lovett as the Vice President of JPMorgan Chase Bank, N.A., as the Beneficiary.

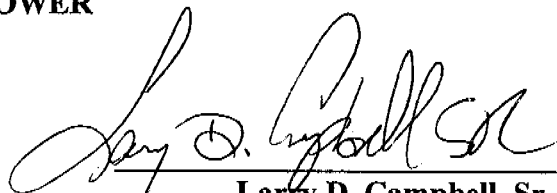
(SEAL)




Notary Public: Mayra Rodriguez
My Commission Expires: 12/15/2014

Per personally known X
OR Produced Identification _____
Type of Identification Produced _____

BORROWER

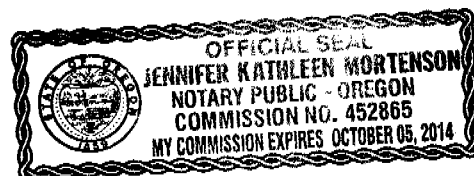

Larry D. Campbell, Sr.

State of Oregon
County of Klamath

This instrument was acknowledged before me on 8 day of June, 2012, by Larry D. Campbell, Sr., as the Borrower.


Notary Public-State of Oregon

(Seal)



RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: National Recording