

AFTER RECORDING RETURN TO:  
AMERI-TITLE  
300 KLAMATH AVENUE  
KLAMATH FALLS OR 97601

2013-003897  
Klamath County, Oregon  
04/12/2013 12:47:37 PM  
Fee: \$57.00

mtl 77113-LW

**MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST  
AND PARTIAL RECONVEYANCE**

This Agreement made and entered into by **JAMIE A. BADKER AND RYAN D. BADKER**, hereinafter referred to as "Mortgagor" and **JP MORGAN CHASE, N.A.** which has an office located at 780 Kansas Lane, Monroe, LA 71203 herein after referred to as "Mortgagee;"

**W I T H E S S E T H:**

WHEREAS, **Jamie A. Badker and Ryan D. Badker**, Mortgagor(s) and **Washington Mutual Bank**, a federal association as the Original Lender, on the 15<sup>th</sup> day of June, 2006, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of Forty Six Thousand and no/100 (\$46,000.00) (the "Note"), which Deed of Trust was recorded on July 5, 2006 as Document #M06, page 13589, Microfilm Records of Klamath County, Oregon, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original Legal Description)  
EXHIBIT "A"

WHEREAS, Mortgagors wish to adjust the legal description and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and the Mortgagors and Mortgagee have agreed to such amendments.

(Revised Legal Description)

**Lot 36 of TRACT 1378-PLEASANT VISTA-STAGE 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon**

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by JP Morgan Chase, N.A. is a valid 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 Revised Legal Description.

In addition, the parties hereto agree to the following:

1. The Deed of Trust will encumber the property described in the Revised Legal Description.
2. Mortgagee hereby releases the property described in the Original Legal Description from the lien of the Deed of Trust. The Mortgage will encumber the property described in the Revised Legal Description.
3. Mortgagor hereby covenants, promises, agrees, and reaffirms: 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 Mortgagor 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.

52 Amt

4. This 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 impair the lien of said Deed of Trust, which Mortgagor acknowledge to be a valid and existing lien against the real property described in the Revised Legal Description. 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 Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagor, all of which shall remain in force and inure to the benefit of the Deed of Trust and any insurer of the title to the property described in the Revised 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 Mortgagee or assigned and/or endorsed to the Mortgagee; 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 Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagor" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
7. Mortgagor(s) shall pay all costs of the modification made hereby, to include without limitation, recording fees.

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 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, National Association Successor in Interest  
from the Federal Deposit of Insurance Corporation,  
as receiver for Washington Mutual Bank formerly  
Washington Mutual Bank, F. A.

Mike Samuels  
Mike Samuels      MICHAEL SAMUELS

Vice President

Jamie A. Badker

Jamie A. Badker

Ryan D. Badker

Ryan D. Badker

Notary Acknowledgement for  
Modification Agreement Supplement to Deed of Trust  
And Partial Reconveyance  
JP Morgan Chase/Badker

STATE OF ARIZONA  
COUNTY OF MARICOPA

On this 10TH day of April, 2013, before me, personally appeared MICHAEL SAMUELS

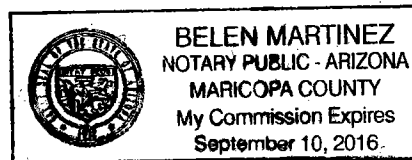
as, VICE PRESIDENT

Of JP Morgan Chase Bank, N.A. and executed this Modification Agreement and Supplement to Deed of Trust and Partial Reconveyance on behalf of such corporation He/She is personally known to me.

Belen

Notary Public:

My Commission Expires: 09.10.2016



STATE OF OREGON  
COUNTY OF KLAMATH

On this 12th day of April, 2013, before me, personally appeared Jamie A. Badker and Ryan D. Badker.

Brenda Jean Phillips  
Notary Public:

My Commission Expires:



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 21 in Block 4 of TRACT 1299, SECOND ADDITION TO FERNDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**EXCEPTING THEREFROM...**

A tract of land being a portion of Lot 21 in Block 4 of TRACT 1299, SECOND ADDITION TO FERNDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NW1/4 NW1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the corner common to Lot 22, Block 4 and said Lot 21, said point being on the right of way line of Pinnacle Place; thence South 19° 33' 10" West 102.23 feet to a point on the South line of said Lot 21; thence South 89° 47' 55" West 16.00 feet to the corner common to Lots 13 and 14, Block 4, and said Lots 21 and 22; thence North 27° 31' 00 East 108.68 feet to the point of beginning, with bearings based on the plat of "Tract 1299 - Second Addition to Ferndale", on file at the office of the Klamath County Surveyor.