

28977

Vol. 1491 Page 8334**RECORDATION REQUESTED BY:**

Forest Products Federal
Credit Union
PO Box 1179
Klamath Falls, Oregon 97601

WHEN RECORDED MAIL TO:

Forest Products Federal
Credit Union
PO Box 1179
Klamath Falls, Oregon 97601

SEND TAX NOTICES TO:

Robert E. Cheyne and Helen J.
Cheyne, Initial Trustees of the
"Robert E. Cheyne 1984 Trust"
UTA dated 12/21/84 and Robert
E. Cheyne and Helen J. Cheyne,
Initial Trustees of the "Helen
J. Cheyne 1984 Trust" UTA dated
12/21/84
9682 Greenbriar Drive
Klamath Falls, OR 97603

Space Above This Line is For
Recorder's Use Only

MODIFICATION OF DEED OF TRUST**LINE OF CREDIT MORTGAGE**

LINE OF CREDIT MORTGAGE. (a) This Deed of Trust is a LINE OF CREDIT MORTGAGE. (b) The maximum amount to be advanced pursuant to the credit agreement is \$1,070,000.00. (c) The term of the credit agreement commences on the date of the Deed of Trust and ends on or after April 20, 2003.

THIS MODIFICATION OF DEED OF TRUST IS DATED 4-30, 1991, **BETWEEN** Robert E. Cheyne and Helen J. Cheyne, Initial Trustees of the "Robert E. Cheyne 1984 Trust" UTA dated 12/21/84 and Robert E. Cheyne and Helen J. Cheyne, Initial Trustees of the "Helen J. Cheyne 1984 Trust" UTA dated 12/21/84 (referred to below as "Grantor"), whose address is 9682 Greenbriar Drive, Klamath Falls, OR 97603; and Forest Products Federal Credit Union (referred to below as "Lender"), whose address is P.O. Box 1179, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 9, 1988 (the "Deed of Trust") recorded in Klamath County, State of Oregon, at Book/Volume M68, Page 14727, on September 9, 1988.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the real property (the "Real Property") in Klamath County, State of Oregon, described on Exhibit A attached hereto and incorporated by this reference.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

1. The maturity date of the Note is changed to April 30, 2003.
2. The trustee under the Deed of Trust is changed to Klamath County Title Company.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:**ROBERT E. CHEYNE 1984 TRUST**

By: Robert E. Cheyne
Robert E. Cheyne, Trustee

By: Helen J. Cheyne
Helen J. Cheyne, Trustee

HELEN J. CHEYNE 1984 TRUST

By: Robert E. Cheyne
Robert E. Cheyne, Trustee

By: Helen J. Cheyne
Helen J. Cheyne, Trustee

LENDER:**FOREST PRODUCTS FEDERAL
CREDIT UNION**

By: Henry J. Caldwell
Authorized Officer

STATE OF OREGON

County of Klamath

ss.

On this 30 day of April, 1991, personally before me appeared Robert E. Cheyne and Helen J. Cheyne, who being duly sworn, stated they are the Trustees of the Robert E. Cheyne 1984 Trust and the Helen J. Cheyne 1984 Trust, and acknowledged that they signed the Modification of Deed of Trust on behalf of said Trusts by authority of the respective trust instruments, as the free and voluntary act and deed of said Trusts, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of April, 1991.

[Signature]
Notary Public for Oregon
My Commission Expires: 3-27-94

LENDER ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

ss.

On this 1 day of May, 1991, before me, the undersigned Notary Public, personally appeared Henry J. Caldwell and known to me to be the President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]Residing at Klamath Falls

Notary Public in and for
the State of Oregon
My Commission Expires: 3-27-94

EXHIBIT A**Dairy Property:**

The North half of the Southeast quarter of Section 27, Township 38 South, Range 11½ E.W.M., Excepting that portion conveyed to William Bell, by deed recorded April 16, 1951, in Volume 246, Page 463, Klamath County Deed Records, and FURTHER EXCEPTING all that portion of the NW ¼ SE ¼ lying Southeasterly of the Southeasterly right of way line of Highway 140, and FURTHER EXCEPTING that portion in the railroad right of way and the highway right of way.

Bonanza Property:

Township 38 South, Range 11 East of the Willamette Meridian

Section 21:	E ½ E ½
Section 22:	NW ¼ NW ¼, S ½ NW ¼, SW ¼, SW ¼ SE ¼
Section 27:	E ½, N ½ NW ¼, SE ¼ NW ¼
Section 28:	NE ¼ NE ¼
Section 34:	N ½ NE ¼

[34/JG/Exhibit.A]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 3rd day
of May A.D., 19 91 at 1:47 o'clock P M., and duly recorded in Vol. M91,
of Mortgages on Page 8334.

Evelyn Biehn - County Clerk

FEE \$23.00

By Pauline Mueller