

## RECORDATION REQUESTED BY:

UNITED STATES NATIONAL BANK OF OREGON  
PL-7 Oregon Corporate Loan Servicing  
655 S. W. Oak  
Portland, OR 97204

## WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK OF OREGON  
PL-7 Oregon Corporate Loan Servicing  
655 S. W. Oak  
Portland, OR 97204

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 25, 1995, BETWEEN James R. Titus and Fredia J. Titus (referred to below as "Grantor"), whose address is 9217 Greenbrier, Klamath Falls, OR 97603; and UNITED STATES NATIONAL BANK OF OREGON (referred to below as "Lender"), whose address is PL-7 Oregon Corporate Loan Servicing, 555 S. W. Oak, Portland, OR 97204.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 23, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 24, 1995 in the Records of Klamath County in Vol. M95, Page 13807

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

Lots 2, 3, 4, and the North half of Lot 5, Block 207, MILLS SECOND ADDITION to the City of Klamath Falls, County of Klamath, State of Oregon. EXCEPTING THEREFROM any portion lying within the right of way of South Sixth Street, also known as the Klamath Falls-Lakeview Highway.

The Real Property or its address is commonly known as 2104 S. 6th Street, Klamath Falls, OR 97501. The Real Property tax identification number is 3809 33DC 1500, Key No. 631999 and 3809 33DC 15000 A1, Key No. 631980.

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

The Borrower and the Lender hereby agree to modify the Deed of Trust as follows:

The principal of the loan is increased to \$257,000.00.

The Maturity date is extended to July 25, 2010.

All other terms and conditions shall remain the same.

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:

X

James R. Titus

*Fredia J. Titus*  
Fredia J. Titus

LENDER:

UNITED STATES NATIONAL BANK OF OREGON

By:

Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this day before me, the undersigned Notary Public, personally appeared James R. Titus and Fredia J. Titus, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

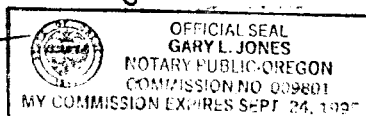
Given under my hand and official seal this 27<sup>th</sup> day of July, 1995

By:

Notary Public in and for the State of

Residing at

My commission expires



LENDER ACKNOWLEDGMENT

STATE OF Oregon )

COUNTY OF Jackson ) ss



On this 26<sup>th</sup> day of July, 1995, before me, the undersigned Notary Public, personally appeared Ron Wells and known to me to be the Commercial Advertiser, 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 Lavina Johnson Residing at 131 E. Main Medford, OR 97501  
Notary Public in and for the State of \_\_\_\_\_ My commission expires 3-6-98

## EXHIBIT A: LEGAL DESCRIPTION

23212

K-

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$257,000.00	07-25-1995	07-25-2010		92	826	8951968313	18518	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Titus Enterprises, Inc.  
dba Jim's Detail Plus  
2194 S. 6th Street  
Klamath Falls, OR 97601

**Lender:** UNITED STATES NATIONAL BANK OF OREGON  
Southern Oregon Business Banking Center  
PL-7 Oregon Corporate Loan Servicing  
555 S. W. Oak  
Portland, OR 97204

This EXHIBIT A: LEGAL DESCRIPTION is attached to and by this reference is made a part of each Security Agreement, dated July 25, 1995, and executed in connection with a loan or other financial accommodations between UNITED STATES NATIONAL BANK OF OREGON and Titus Enterprises, Inc.  
dba Jim's Detail Plus.

Lots 2, 3, 4, and the North half of Lot 5, Block 207, MILLS SECOND ADDITION to the City of Klamath Falls, County of Klamath, State of Oregon. EXCEPTING THEREFROM any portion lying within the right of way of South Sixth Street, also known as the Klamath Falls-Lakeview Highway.

THIS EXHIBIT A: LEGAL DESCRIPTION IS EXECUTED ON JULY 25, 1995.

  
LENDER:

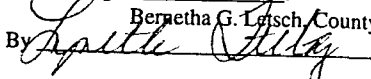
UNITED STATES NATIONAL BANK OF OREGON

By: \_\_\_\_\_  
Authorized Officer

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 28th day  
of Aug A.D., 19 95 at 3:20 o'clock P M., and duly recorded in Vol. M95,  
of Mortgages on Page 23210.

FEE \$20.00

By  Bernetha G. Lisch, County Clerk