

35193

97 MAR 31 P3:46

Vol. M97 Page 9357**RECORDING REQUESTED BY:**

Donald L. & Dona Miller
3635 Meldu Way
Chiloquin, Oregon 97624

WHEN RECORDED MAIL TO:

Audrey M. Gustafson
9635 Quartz Valley Road
Fort Jones, California 96032

M97 - 1396 - 8159

SPACE ABOVE THIS LINE FOR RECORDERS USE

MODIFICATION OF DEED OF TRUST

Trustor: Donald L. Miller
Dona Miller
Scott A. Miller

Lender: The Gustafson Family Trust
with Audrey M. Gustafson as Trustee

1. **DEED OF TRUST.** Trustor (who may also be known as Borrower or Mortgagor) and Lender (who is Beneficiary or Mortgagee) have entered into the following described deed of trust, mortgage or security instrument, hereinafter called the "Security Agreement"
 - (a) Description: Deed of Trust
 - (b) Date of Security Agreement: August 10, 1994
 - (c) Date of Recording: August 10, 1994
 - (d) Recording Number: 88753
 - (e) Book Number: Vol M94 at Page 30171
 - (f) State of: Oregon
 - (g) County of: Klamath, Oregon
 - (h) Recorded in the Office of: Klamath County, Oregon
2. **REAL PROPERTY DESCRIPTION.** The Security Agreement covers the following real property located in the above referenced county and state:

LOT 29 and 30, BLOCK 5, LATAKOMIE SHORES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. KLAMATH COUNTY TAX ACCOUNT #3507-07CD-4500 and #3507-07CD-4600.
3. **MODIFICATION.** Trustor and Lender hereby modify the Security Agreement as follows:

Principal Balance Increase. The principal amount secured by the Security Agreement is increased from \$114,791.30 to \$124,791.30.

INTEREST RATE. The interest rate is change from nine percent (9%) to nine and one half percent (9.5%).

EXTENSION: The payment schedule has been extended to 360 consecutive monthly payments and the new maturity date is now March 20, 2017.

ASSIGNMENT: The above recorded deed of trust has been assigned to **THE GUSTAFSON FAMILY TRUST, with AUDREY M. GUSTAFSON AS TRUSTEE**, as evidenced by the assignment recorded on November 27, 1996 with Document Number 29032 and Vol M96 Page 37315.

NOTE: Trustor and Lender hereby modify the note making all payments to the assigned beneficiary, **THE GUSTAFSON FAMILY TRUST, with AUDREY M. GUSTAFSON as TRUSTEE.**
4. **CONTINUING VALIDITY:** Except as modified above, all terms and conditions of the Security Agreement shall remain in full force and effect.

This modification of Deed of Trust is executed on March 31, 1997

Lender, Audrey M. Gustafson, Trustee for The Gustafson Family Trust

Donald L. Miller
Trustor, Donald L. Miller.

Dona Miller
Trustor, Dona Miller

Scott A. Miller
Trustor, Scott A. Miller

STATE OF OREGON

ss

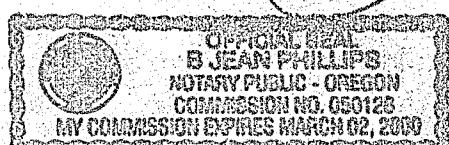
COUNTY OF KLAMATH

On March 31, 1997 before me, B Jean Phillips a Notary Public in and for said State, Personally appeared Donald L. Miller; and Dona Miller, husband and wife, and Scott A. Miller personally, known to me (or proved on the basis of satisfactory evidence) to be the persons whose names are subscribed in the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

B Jean Phillips
B Jean Phillips, Notary Public in and for said County and State



*My Commission Expires
3-2-2000*

DO NOT DESTROY THIS ORIGINAL NOTE: When paid, said original note, together with Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT-INTEREST INCLUDED)

In installments as herein stated, for value received, jointly and severally, promise to pay to the order of Audrey M. Gustafson, Trustee for the Gustafson Family Trust, at Fort Jones, California the sum of One Hundred and Twenty Four Thousand Seven Hundred and Ninety One Dollars and Thirty Cents (\$124,791.30) with interest thereon from March 15, 1997 on unpaid principal at the rate nine and one half percent (9.5%) per annum; principal and interest payable in 360 consecutive monthly installments of One Thousand and Forty Nine Dollars and Thirty Five Cents (\$1,049.35) in any one payment; interest shall be paid and the minimum payments above required; the first payment to be made on April 20, 1997, and the like payment on the twentieth day of the month thereafter, until the whole sum, principal and interest has been paid; if any said installment is not paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, we promise and agree to pay holders reasonable attorneys fees and collection cost, even though no suit or action is filed herein; however, if a suit or an action is filed, the amount of such reasonable attorneys fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Signature of Donald L. Miller

Donald L. Miller

Signature of Dona Miller

Dona Miller

Signature of Scott A. Miller

Scott A. Miller

COPY

STATE OF OREGON

ss

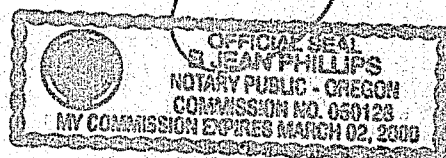
COUNTY OF KLAMATH

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WITNESS my hand and official seal.

Signature

B. Jean Phillips
B Jean Phillips, Notary Public in and for said County and State



my commission expires 3-2-2000

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 31st day
of March A.D., 19 97 at 3:46 o'clock P. M., and duly recorded in Vol. M97
of Mortgages on Page 9357

FEE \$20.00

Bernetha G. Letsch, County Clerk

by *Kathleen Ross*