

✓ After Recording Return to:

Klamath First Federal Savings & Loan 1997 AUG 10 11:10:03  
540 Main St.  
Klamath Falls, Oregon 97601

LOAN # 0603700016

## **MODIFICATION OF LINE OF CREDIT DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 30, 1999 BETWEEN DENNIS LEE JUSTICE and TYRA JUSTICE, husband and wife, (referred to below as "Grantor"), whose address is 3839 Bristol Ave. Klamath Falls OR 97603; and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (referred to below as "Lender"), whose address is 540 MAIN ST., KLAMATH FALLS, OREGON 97601.

DEED OF TRUST. Grantor and Lender have entered into a Line of Credit Deed of Trust dated November 3, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows: RECORDED NOVEMBER 5, 1997 at 11:36 a.m. Vol. M97 beginning on page 36644 and ending on page 36648.

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

Lot 23, SUMMERS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ACCOUNT NO. 3909-010DA-05600 KEY R545271

The Real property or its address is commonly known as 3839 Bristol Ave., Klamath Falls OR 97603.

The Real Property tax identification number is Account No. 545271

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

AT PARAGRAPH 3. MAXIMUM OBLIGATION LIMIT, the total principal amount secured is changed from 16,000.00 to 17,000.00.

22  
15-

AT PARAGRAPH 4. SECURED DEBIT AND FUTURE ADVANCES, the term "Secured debt" is also defined to include debt incurred under the First Equity Plus Agreement dated November 3, 1997 between Dennis Lee Justice and Tyra Justice as borrowers, and a maturity date of November 1, 2017 along with any extensions, renewals, modifications or substitutions in connection with that agreement.

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 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 the Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser 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 *Dennis Lee Justice*  
Dennis Lee Justice

X *Tyra Justice*  
Tyra Justice

ACKNOWLEDGEMENT:

STATE OF OREGON, COUNTY OF KLAMATH } SS.

This instrument was acknowledged before me this 30TH day of JULY, 1999.

(individual) by DENNIS LEE JUSTICE AND TYRA JUSTICE

My commission expires: 12-16-02



*Diana Boyd*  
(Notary Public)

State of Oregon, County of Klamath  
Recorded 8/10/99, at 10:03 a.m.  
In Vol. M99 Page 32039  
Linda Smith,  
County Clerk Fee \$ 15 RR