

Prepared By: Katie Zukowski

Return To: Attn: Investor Delivery/Mod Unit
PNC Mortgage Corp. Of America
75 N. Fairway Drive
Vernon Hills, IL 60061
71-00-11698

(Space Above This Line For Recording Data)

Modification of
Deed of Trust

PNCMORTGAGE

THIS AGREEMENT made this 3rd day of February, 2000
by and between Lawrence James Badorek and Dorothy V. Hartley, with Rights of Survivorship, (herein after called
the Mortgagors, whether one or more) and PNC MORTGAGE CORP. OF AMERICA, an Ohio
Corporation (hereinafter "Lender").

WITNESSETH:

WHEREAS, Borrowers executed a Note and Deed of Trust and Riders dated December 13, 1999
describing property in Klamath County, State of Oregon as follows: See attached Legal description

for the purpose of securing an indebtedness of \$39,000.00 to the Lender, which was recorded
on December 20, 1999 as Record/Instrument No. N/A in Book N/A Page 49746 of the
official Records in the office of the County Recorder of Klamath County, State of Oregon,

and

NOW THEREFORE, the Parties hereto desire, and hereby agree, to modify said Deed of Trust so as to
accurately set forth by adding the 1-4 Family Rider attached hereto

It is further agreed by and between the parties hereto that this agreement is limited to the specific terms provided
herein, and that in all other respects not inconsistent herewith, the terms of said Deed of Trust
shall remain in full force and effect, and be binding hereon

LEGAL DESCRIPTION OF PROPERTY

Borrower Name: Lawrence James Badorek

Property Address: 5323 Shasta Way, Klamath Falls, OR
97603

Loan Number: 710011698

Date: 12/13/99

Property Description:

A PARCEL OF LAND SITUATED IN THE W 1/2 OF TRACT 64, FAIR ACRES SUBDIVISION NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE NORTH BOUNDARY OF SHASTA WAY, SAID POINT BEING EAST ALONG THE NORTH BOUNDARY OF SHASTA WAY A DISTANCE OF 156.5 FEET FROM THE SOUTHWEST CORNER OF SAID TRACT 64; THENCE WEST ALONG THE NORTH BOUNDARY OF SHASTA WAY A DISTANCE OF 71.5 FEET TO AN IRON PIN; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID TRACT 64 A DISTANCE OF 118.0 FEET TO AN IRON PIN; THENCE EAST PARALLEL WITH SHASTA WAY A DISTANCE OF 71.5 FEET TO AN IRON PIN; THENCE SOUTH PARALLEL WITH THE WEST BOUNDARY OF SAID TRACT 64 A DISTANCE OF 118.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TAX ACCOUNT NO.: 3809 035DC 01600.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Lawrence James Badorek
Lawrence James Badorek Borrower

Dorothy V. Hartley
Dorothy V. Hartley Borrower

PNC Mortgage Corp. of America
an Ohio Corporation (the Lender)

When recorded, mail to:
PNC Mortgage Corp. of America
75 N. Fairway Dr.
Vernon Hills, IL 60061
Attention: Katie Zukowski
Loan number: Oregon

by: Gladys A. Bird
Gladys A. Bird
Vice President

(Space Below This Line For Acknowledgment)

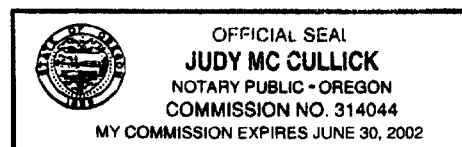
State of _____ County of _____

I, Judy Mc Cullick, a Notary Public in and for said county and state, do hereby certify that Lawrence James Badorek Dorothy V. Hartley, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of FEB, 2000

My Commission expires: 06.30.02

Judy Mc Cullick
Notary Public

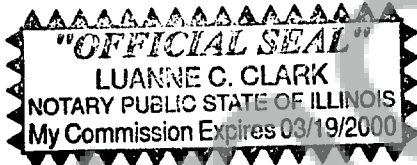


STATE OF ILLINOIS

County of Lake

On this *25th* day of *February*, *2000*
Before me, the undersigned Notary Public in and for this County and State, personally appeared Gladys A. Bird, who acknowledged to be the Vice President of PNC Mortgage Corp. of America, an Ohio Corporation, and stated that as such officer being authorized so to do, and executed the foregoing instrument for the purposes therein contained, for and on behalf of the Corporation.

In witness whereof I have set my hand and official seal.



Luanne C. Clark
Notary

(Seal)

1-4 FAMILY RIDER

Assignment of Rents

Lender #: 710011698

THIS 1-4 FAMILY RIDER is made this 13th day of December, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PNC Mortgage Corp. of America, an Ohio Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5323 Shasta Way
Klamath Falls, OR 97603


[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Initials: _____

 P57U (9801)

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ELECTRONIC LASER FORMS - (800) 327-0545

Form 3170 9/90

Amended 3/93

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Lawrence James Badorek (Seal)
Lawrence James Badorek -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower


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State of Oregon, County of Klamath
Recorded 3/13/00, at 12:20 p. m.
In Vol. M00 Page 8042
Linda Smith,
County Clerk Fee \$ 51⁰⁰