

Recording requested by:

Wells Fargo Bank, N.A.

Recording Requested by:

Wells Fargo Bank

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6300650 2001

20001182200576

MODIFICATION AGREEMENT (EQUITY LOANS)

This Modification Agreement is entered into as of this 7th day of MAY 2000

by and between

THOMAS H. CURRY, A MARRIED PERSON

(individually or collectively, "Current Trustor/Mortgagor") and Wells Fargo Bank, N.A., ("Bank") successor in interest to N/A

WHEREAS, Current Trustor/Mortgagor is the owner of that certain real property described as follows (the "Property"):

ASSESSOR'S PARCEL NUMBER (APN): R-3911-01300-00600-000
SEE ATTACHED EXHIBIT A

WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage which was recorded on MARCH 16, 1998 as Instrument Number 54693 in Book M98 at Page 8333 of the official records in the Office of the Recorder of KLAMATH County, State of OR ("Security Instrument"), which secures that certain promissory note dated 03/06/1998 ("Prior Note"), including any amendments thereto.

WHEREAS, the obligors under the Prior Note continue to owe amounts thereunder under the Prior Note and desire to obtain a new advance, and both obligations have been consolidated into a new promissory note ("Consolidated Note") in the amount of:

FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
(\$47,500.00); and

WHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated Note by the Security Instrument; and

WHEREAS, it is the intention of the parties that the obligations under the Prior Note will retain their current priority under the Security Instrument;

Exhibit A

Acaps:

20001182200576

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF BONANZA, COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL OF LOTS 10, 11 AND 12, RIVERSIDE TRACTS, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION OF LOT 12 LYING SOUTH OF THE COUNTY ROAD.

THAT PORTION OF THE S 1/2 NE 1/4 OF SECTION 14, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, AND THAT PORTION OF LOTS 8 AND 9 OF RIVERSIDE TRACT LYING NORTH OF THE BONANZA-LANGELL VALLEY ROAD, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11, EAST OF THE WILLAMETTE MERIDIAN:

EXCEPTING THEREFROM THAT PORTION OF LOT 8, DESCRIBED AS FOLLOWS:

FROM THE SECTION CORNER OF SECTIONS 10, 11, 14, AND 15, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, SOUTH 536.5 FEET AND EAST 3269.2 FEET TO THE POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BONANZA-LANGELL VALLEY ROAD AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY A DISTANCE OF 706.0 FEET NORTH 21° 49' EAST TO THE SOUTH BANK OF LOST RIVER; THENCE NORTHWESTERLY ALONG THE SOUTH BANK OF LOST RIVER TO A POINT ON THE WEST LINE OF THE SE 1/4, SW 1/4 OF SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF SE 1/4 A MARRIED WOMAN 1/4 OF SECTION 11, A DISTANCE OF 82.0 FEET TO THE NORTH SIDE OF BONANZA-LANGELL VALLEY ROAD; THENCE SOUTHEASTERLY ON THE NORTH AND EAST SIDE AND PARALLEL TO THE CENTER LINE OF THE BONANZA-LANGELL VALLEY ROAD AS NOW LOCATED AND CONSTRUCTED TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 12 OF RIVERSIDE TRACTS, LYING SOUTH OF THE COUNTY ROAD, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN.

NOW THEREFORE, the parties hereto agree as follows:

1. The Security Instrument is hereby modified to provide that the obligations secured thereby are the obligations evidenced by and arising under the Consolidated Note dated 05-17-2000 in the amount of FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$ 47,500.00)

in favor of Bank.

2. The Security Instrument is hereby modified to provide that the maturity date of the obligations secured by the Security Instrument is 05-25-2015 .

3. If the Security Instrument is a Deed of Trust, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such right by Beneficiary is prohibited by law.

4. If the Security Instrument is a Mortgage, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

5. The real property and the whole thereof described in the Security Instrument shall remain subject to the lien, charge or encumbrance of the Security Instrument and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Security Instrument or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Prior Note, the Consolidated Note and/or the Security Instrument.

6. All terms and conditions of the Security Instrument not expressly modified herein remain in full force and effect, without waiver or amendment. This modification and the Security Instrument shall be read together as one document.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF OREGON, WASHINGTON County } ss:

On 6/1/00 before me J. RICHARDSONpersonally appeared: Angie Brown

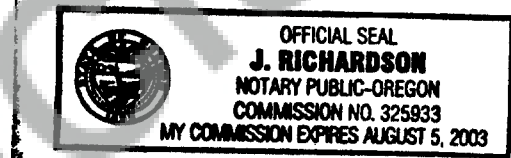
personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: J. Richardson

J. RICHARDSON

Name (typed or printed)

My Commission expires: 08/05/03

In witness whereof, the parties hereto have caused this Modification to be executed as of the day and year first above written.

CURRENT TRUSTOR

Thomas H. Curry
THOMAS H. CURRY

5-21-00
Date

Date

Date

Date

WELLS FARGO BANK, N.A.

BY: Angie Brown
ANGIE BROWN

, Authorized Signer

5-24-00
Date

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Oregon, Klamath County s)
 On 5-30-2000 before me, Bruce McCoy
 personally appeared THOMAS H. CURRY

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature: Bruce McCoy

Bruce McCoy
 Name (typed or printed)

My Commission expires: November 24, 2002



State of Oregon, County of Klamath
 Recorded 06/16/00, at 9:06 a. m.
 In Vol. M00 Page 21906
Linda Smith,
 County Clerk Fee \$ 46⁰⁰