## MODIFICATION OF DEED OF TRUST (Providing for Fixed Interest Rate)

day of November This Modification of Deed of Trust ("Agreement"), made this 2nd 2000 between DARLA K RHODES

(Borrower") and Security Bank ("Lender"), amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated November 2, 2000 and recorded November 7, 2000 m Bk M-00 Pg 40365 of the records of KLAMATH county, Oregon and (2) the Note bearing the same date, and secured by, the Security Instrument; which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: 33341 INDIAN LAKE DRIVE.CHILOQUIN.OR 97624

the real property described being set forth as follows: SEE ATTACHED In consideration of the mutual premises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- (1) As of February 1, 2001 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. 114.450.00 , consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- (2) The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the unpaid Principal Balance at the yearly rate of 8 1 2 5 0 The Borrower promises to make monthly payment of Principal and beginning the lst day of March, 2001, and contin from February 1, 2001 interest of U.S. \$ 851.47 thereafter on the same day of each succeeding month until principal and interest are paid in full. If on (the "Maturity date"), the borrower still owes amounts under the Note and the 11/01/30 Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P. O. Box 1140, Coos Bay, Oregon 97420 or at such

other place as the Lender may require.

(3) If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior witten consent, the Lender may, at its option, require immediate payment in full of all sums security by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may envoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- (4) The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) All terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in the interest payable under the Note; and
- (b) all terms and provisions of any adjustale rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Return to:

Security Bank PO Box 1140 Coos Bay, OR 97420

Attn: Sandi

Notary Public for Oregon My commission expires

Rhodes SECURITY BANK By: Sandea & Leech (Notary Acknowledgement) STATE OF (hegen) ss. On November 2, 2000, before me the Undersegned personally kr to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) personally known 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. OFFICIAL SEAL
VICKIE BLANKENBURG
NOTARY PUBLIC-OREGON
COMMISSION NO.302615
MY COMMISSION EXPIRES JUL 01, 2001 STATE OF OREGON, Coos **COUNTY OF** 16th February 2001 BE IT REMEMERED, That on this day of before me, the undersigned, a Notary Public in and before the State of personally appeared the within named Sandra L. Lillebo Operations Officer known to me to be the indentical individual described in and who executed the within instrument and acknowledged to me that executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed OFFICIAL SEAL my official seal the day and year last above written. JOANNA L. ZYTA NOTARY PUBLIC-OREGON

(5) Nothing in this Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be Bound by, and comply with, all of the terms and provisions thereof, as amended by this

Agreement.

COMMISSION NO. 063383 MY COMMISSION EXPIRES MAY 6, 2001 Lots 23 and 24, Block 12, KLAMATH FOREST ESTATES, in the County of Klamath, State of Oregon.

CODE 8 MAP 3510-22A0 TL 2600 CODE 8 MAP 3510-22A0 TL 2700

State of Oregon, County of Klamath Recorded 02/20/01, at 3:07 p. m. In Vol. M01 Page 663/Linda Smith,

County Clerk Fee\$ 3/60