After Recording Return To: Klamath First 540 Main St. Klamath Falls OR 97601 Vol. MQ1 Page 37812

LOAN # 0903700098

MTT 1396-2984

## MODIFICATION OF LINE OF CREDIT DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 27, 2001 BETWEEN RUDOLPH A.TENA, (referred to as "Grantor"), whose address is 618 DOTY STREET, KLAMATH FALLS OR 97601; and KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION (referred to as "Lender"), Whose Address is 540 MAIN ST., KLAMATH FALLS OR 97601.

DEED OF TRUST, Grantor and Lender entered into a Line of Credit Deed of Trust dated January 7, 1999 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows: RECORDED January 14, 1999 at 2:55 p.m. M99 Page 1347 in Klamath County, Oregon.

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

Lots 2 and 3 in Block 8 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 618 Doty Street, Klamath Falls OR 97601.

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 \$10,000.00 to \$25,000.00.

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 January 7, 1999 with Rudolph A. Tena as borrower(s), and a maturity date of January 1, 2019, 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 if 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 endorsers 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 the 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 Rudolf a. Luna Rudolph A. Tena

ACKNOWLEDGMENT:

STATE OF PREGON ..., COUNTY OF XLAMATA SS.

This instrument was acknowledged before me this 37th day of July, 2001

RUDOLPH A. TENA (individual)by----

My commission expires:

OFFICIAL SEAL DIANA L. BOYD COMMISSION NO. 318956 MY COMMISSION EXPIRES DEC. 16, 2002

State of Oregon, County of Klamath Recorded 07/30/01 at 11:04a. m. In Vol. M01 Page 378/2-Linda Smith.

County Clerk Fee\$ 24000