## 62562

**RECORDATION REQUESTED BY:** Klamath First Federal Savings & Loan Association Merrill Branch 206 E. Front Street

Merrill, OR 97633

WHEN RECORDED MAIL TO:

lamath First Federal Savings & Loan 714 Main Street / 3rd Floor

Klamath Falls , OR 97601

**SEND TAX NOTICES TO:** 

Michael S Homfeldt Sophia A Homfeldt 3637 Hunters Ridge Rd Klamath Falls, OR 97603

State of Oregon, County of Klamath Recorded 12/07/01 2:37 P Vol M01, Pg <u>62562</u> Linda Smith, County Clerk Fee \$ <u>2/°</u> # of Pgs

Tida instrument in being recorded as ca recommedester only and has not been currenteed as to mulidity, writisherey or officed it ray) here upon the herein decodinal essavant. to knowing expositions from income confusional of

lepan title & eechow. Mc

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 30, 2001, is made and executed between Michael S Homfeldt and Sophia A Homfeldt, husband and wife ("Grantor") and Klamath First Federal Savings & Association, Merrill Branch, 206 E. Front Street, Merrill, OR 97633 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 18, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded January 21, 2000, in the county of Klamath, State of Oregon at 11:42 am Vol. MOO Page 2216.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Lot 10, in Tract 1306, SECOND ADDITION TO NORTHRIDGE ESTATES, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 3637 Hunters Ridge Rd, Klamath Falls, OR 97603. The Real Property tax identification number is R880422

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

Increase existing home equity line of credit from \$10,000.00 to \$30,000.00.

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 any 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 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 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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 30, 2001.

**GRANTOR:** Michael S Homfeldt, Individually LENDER: INDIVIDUAL ACKNOWLEDGMENT ) ) SS **COUNTY OF** ) On this day before me, the undersigned Notary Public, personally appeared Michael S Homfeldt and Sophia A Homfeldt, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of Notary Public in and for the State of My commission expires

OFFICIAL SEAL S. HOUCK NOTARY PUBLIC-OREGON COMMISSION NO. 320803 MY COMMISSION EXPIRES FEB. 20, 2003