

RECORDATION REQUESTED BY:

Klamath First Federal Savings & Loan Association  
Main Office and Branch  
540 Main Street  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 01/09/2002 11:12 a. m.  
Vol M02, Pg 1376  
Linda Smith, County Clerk  
Fee \$ 21<sup>00</sup> # of Pgs 1

WHEN RECORDED MAIL TO:

Klamath First Federal Savings & Loan  
714 Main Street / 3rd Floor  
3rd Floor  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Charles C Kappas  
Shirley Kappas  
6527 Valhalla Ave  
Klamath Falls, OR 97603

mtc 1396-3490

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 7, 2002, is made and executed between Charles C Kappas and Shirley Kappas, H & W ("Grantor") and Klamath First Federal Savings & Loan Association, Main Office and Branch, 540 Main Street, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 6, 2001 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Klamath County, State of Oregon as follows: Recorded April 9, 2001 at 11:19 a.m. in Vol. M01 Page 14489 in the County of Klamath, State of Oregon.

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

Lot 8, Block 4, FIRST ADDITION TO MOYINA MANOR, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 6527 Valhalla Ave, Klamath Falls, OR 97603. The Real Property tax identification number is R504751

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

Increasing existing Home Equity Line of Credit from \$40,000.00 to \$80,000.00.

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 JANUARY 7, 2002.

GRANTOR:

Charles C Kappas  
Charles C Kappas, Individually

x Shirley Kappas  
Shirley Kappas, Individually

LENDER:

x Julie Haddock  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Charles C Kappas and Shirley Kappas, 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.

Given under my hand and official seal this 7th day of January, 2002.  
By Julie Haddock Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires Oct. 29, 2005

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.