

'02 JAN 16 AM 9:23

RECORDATION REQUESTED BY:

Klamath First Federal Savings & Loan Association
Madison Branch
2300 Madison
Klamath Falls, OR 97603

Vol M02 Page 2788

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath
Recorded 01/16/2002 9:23 a. m.
Vol M02, Pg 2788
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1

SEND TAX NOTICES TO:

Stephen E. Marx
Ynette J M Marx
8707 Rocking Horse Ln.
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 3, 2002, is made and executed between Stephen E. Marx and Ynette J M Marx, husband and wife ("Grantor") and Klamath First Federal Savings & Loan Association, Madison Branch, 2300 Madison, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 31, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Klamath County, Oregon as follows; Recorded April 3, 2000 at 11:35 a.m. Vol M00 Page 10940 in Klamath County, Oregon.

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

Lot 7, Block 1, ROLLING HILLS SUBDIVISION TRACT 1099, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TAX ACCT# 3910-019A0-00700 KEY# 598963

The Real Property or its address is commonly known as 8707 Rocking Horse Ln., Klamath Falls, OR 97603. The Real Property tax identification number is R598963

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

Increase existing line of credit from \$15,000.00 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 JANUARY 3, 2002.

GRANTOR:

x Stephen E Marx
Stephen E. Marx, Individually

x Ynette J M Marx
Ynette J M Marx, Individually

LENDER:

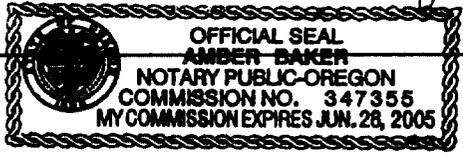
x _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
)
COUNTY OF Klamath) SS
)

On this day before me, the undersigned Notary Public, personally appeared Stephen E. Marx and Ynette J M Marx, 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 3rd day of January, 2002.
By Amber Baker Residing at 2300 Madison St. K Falls, OR
Notary Public in and for the State of Oregon My commission expires 6/28/05 97603



21
5 Ret.