

'02 FEB 7 PM3:09

RECORDATION REQUESTED BY:

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

Vol M02 Page 7465

WHEN RECORDED MAIL TO:

Klamath First - Consumer Loan Center  
714 Main Street  
3rd Floor  
Klamath Falls, OR 97601

State of Oregon, County of Klamath

Recorded 02/07/2002 3:09 p m.

Vol M02, Pg 7465

Linda Smith, County Clerk

Fee \$ 21.00 # of Pgs 1

SEND TAX NOTICES TO:

Michael James Paynter  
Sherrie Lynn Paynter  
5542 Red Fern Ln  
Klamath Falls, OR 97603

mtc 1396-3598

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 6, 2002, is made and executed between Michael James Paynter and Sherrie Lynn Paynter as tenants by the entirety ("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 December 12, 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 December 13, 2001 at 3:33 pm VolM01, Pg 63876-81 in Klamath County State of Oregon.

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

Lot 13 in Block 2 of Tract No. 1096, AMERICANA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 5542 Red Fern Ln, Klamath Falls, OR 97603. The Real Property tax identification number is 575005

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

Increase existing Line of Credit from \$8,000.00 to \$13,000.00.

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 endorser 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 FEBRUARY 6, 2002.

GRANTOR:

x Michael James Paynter  
Michael James Paynter, Individually

x Sherrie Lynn Paynter  
Sherrie Lynn Paynter, Individually

LENDER:

x \_\_\_\_\_  
Authorized Officer

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared Michael James Paynter and Sherrie Lynn Paynter, 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 6th day of February, 20 02.

By Amber Baker

Residing at 2300 Madison K Falls OR 97603

Notary Public in and for the State of Oregon

My commission expires 6/28/05

