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State of Oregon, County of Klamath

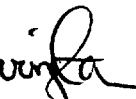
Recorded 05/21/2002 11:30 a m.

Vol M02, Pg 30139-41

Linda Smith, County Clerk

Fee \$ 3.00 # of Pgs 3

PREPARED BY:


MELANIE C. ELVINGTON

WHEN RECORDED, MAIL TO:
AMAXIMIS LENDING, L.P.
3584 SOUTH HILLS AVENUE
FORT WORTH, TX 76109

DOCUMENT TITLE (S)

MODIFICATION OF NOTE AND SECURITY INSTRUMENT

WHEN RECORDED. MAIL TO:
AMAXIMIS LENDING, L.P.
3584 SOUTH HILLS AVE.
FORT WORTH, TX 76109
ATTN: MELANIE C. ELVINGTON

Loan #6512
 Department: Collection/cw

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF NOTE and SECURITY INSTRUMENT
(INDEX UNDER MODIFICATION OF DEED OF TRUST)

THIS MODIFICATION AGREEMENT is made, and entered into, as of the **15th day of January 2001**, by and between **AMAXIMIS LENDING, LIMITED PARTNERSHIP**, for itself and as servicing agent for **OLD KENT BANK** ("First Party"), **CLYDE HENDERSON, JR. AND WIFE, CAROLAN HENDERSON** ("Second Party").

WITNESSETH THAT: *acct #: 2309 - 025A0 - 01100*
Key no: R133714

WHEREAS, that certain Note dated **March 13, 1998**, in the amount of **\$25,000.00** executed by: **CLYDE HENDERSON, JR. AND CAROLAN HENDERSON**, ("Borrower"), in favor of **PENNCO MORTGAGE SERVICE CORP., A CALIFORNIA CORPORATION** ("Lender"), was secured by a Deed of Trust, hereinafter "Security Instrument," of same date, recorded April 3, 1998, under Instrument Number 55760, Volume M98, Page 10910, in the Office of the County Clerk of Klamath County, Oregon, covering the real property described as follows:

LOT 13 IN BLOCK 9 OF JACK PINE VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON;

and having a street address of **HC 32 Box 150, Gilchrist, Oregon 97737.**

Borrower will make payments on the 1st day of each month beginning on March 1, 2001, and continuing until May 1, 2018, or until all of the principal and interest thereon and any other charges as provided in the original Note and Security Instrument have been paid, whichever comes first.

All parties to this Agreement specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Security Instrument, or of the referenced property from the effect thereof, nor to impair the right of sale provided for under the terms of the Security Instrument or other remedy provided by law for the foreclosure of Security Instruments by action or otherwise.

IT IS UNDERSTOOD AND AGREED THAT all terms and/or conditions of the above mentioned Note and Security Instrument shall remain in full force and effect without change, EXCEPT as hereinabove specifically provided.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the day first above written;

LOAN #6512

First Party/ Lender:

AMAXIMIS LENDING, LIMITED PARTNERSHIP, for itself
and as servicing agent for Old Kent Bank
By: AMAXIMIS COMPANY, L.L.C., General Partner

By: *Donna Buckley*
DONNA BUCKLEY, Vice President

Second Party/ Borrower:

Clyde Henderson, Jr.
CLYDE HENDERSON, JR.

Carolann Henderson
CAROLAN HENDERSON

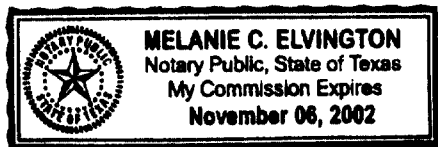
STATE OF TEXAS
COUNTY OF TARRANT

On the 19th day of January 2001,
before me, the undersigned, a Notary Public in and
for said State, personally appeared **Donna Buckley**,
personally known to me to be a Vice President of
AMAXIMIS COMPANY, L.L.C., a Texas Limited
Liability Company, on behalf of said Limited Liability
Company, and the Limited Liability Company
acknowledged this instrument as General Partner of
AMAXIMIS LENDING, LIMITED PARTNERSHIP, a
Delaware Limited Partnership.

WITNESS my hand and official seal.

Melanie C. Elvington
(Signature of Notary)

My Commission Expires:

11/06/02

STATE OF OREGON
COUNTY OF KLAMATH

On the 18th day of January
2001, before me, the undersigned, a Notary
Public in and for said State, personally appeared
CLYDE HENDERSON, JR. AND WIFE,
CAROLAN HENDERSON, personally known to
me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged that he/she/they executed the
same.

WITNESS my hand and official seal.

Amyee M. Johnson
(Signature of Notary)

My Commission Expires:

1/08/02