**RECORDATION REQUESTED BY:** 

Klamath First Federal Savings & Loan Association Main Office and Branch 540 Main Street

Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

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

**SEND TAX NOTICES TO:** WET-N-WILD SPRINKLERS, INC. **4310 MAPLEWOOD DRIVE** KLAMATH FALLS, OR 97603

mic 1396-3937

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State of Oregon, County of Klamath Recorded 05/28/2002 //:/o a m. Vol M02, Pg 3//06·07 Linda Smith, County Clerk Fee \$ 26 00 # of Pgs 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 11, 2002, is made and executed between WET-N-WILD SPRINKLERS, INC., whose address is 4310 MAPLEWOOD DRIVE, KLAMATH FALLS, OR 97603 ("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 11, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Volumn M02 on Page 24502 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 4 in Block 9 of TRACT 1192, FIRST ADDITION TO WASHBURN PARK, 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 Maywood Drive, Klamath Falls, OR 97603.

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

Extend Maturity Date ot October 15, 2012.

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 APRIL 11, 2002

**GRANTOR:** WET-N-WILD SPRINKLERS B SELLARS. DANIE of WET-N-WILD TERRY Secretary of WET-N-WILD SPRINKLERS, INC. SPRINKLERS, INC. AMERITITLE , has recorded this LENDER: instrument by request as an accomodation 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 Authorized Office CORPORATE ACKNOWLEDGMENT

OFFICIAL SEAL STATE OF JULIE HADDOCK **NOTARY PUBLIC-OREGON** ) SS COMMISSION NO. 351357 **COUNTY OF** ) MY COMMISSION EXPIRES OCT. 29, 2005 20 02 On this agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on eath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

Notary Public in and for the State of

Residing at

My commission expires

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## 31107

## MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT		
country of Klamatt	) ) ss )	OFFICIAL SEAL JULIE HADDOCK NOTARY PUBLIC-OREGON COMMISSION NO. 351357 MY COMMISSION EXPIRES OCT. 29, 2005
voluntary act and deed of the said Lender, duly autho	within and foregoing instrument orized by the Lender through its bo is authorized to execute this said in Residing at	be the and acknowledged said instrument to be the free and pard of directors or otherwise, for the uses and purposes instrument and that the seal affixed is the corporate seal which is the corporate seal and purposes in the corporate seal which is the co

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