

'02 OCT 16 AM 10:18

RECORDATION REQUESTED BY:

Klamath First Federal Savings & Loan Association  
Merrill Branch  
206 E. Front Street  
Merrill, OR 97633

Vol M02 Page 58909

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath

Recorded 10/16/2002 10:18 a. m.

Vol M02, Pg 58909

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 1

SEND TAX NOTICES TO:

Cecil L. Lagunas  
Ana Lagunas  
PO Box 117  
Malin, OR 97632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 8, 2002, is made and executed between Cecil L. Lagunas and Ana Lagunas, as tenants by the entirety. ("Grantor") and Klamath First Federal Savings & Loan Association, Merrill Branch, 206 E. Front Street, Merrill, OR 97633 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 3, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded December 10, 1999 at 10:39 am Vol M99 Page 48681 in Klamath County State of Oregon. Modification recorded July 20, 2000 at 3:00 pm in Vol M00 Page 26609 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:

Lots 9 and 10, Block 31, MALIN, in the County of Klamath, State of Oregon.

CODE 13 MAP 4112-15BC TL 6000

The Real Property or its address is commonly known as 2611 Main St, Malin, OR 97632. The Real Property tax identification number is 123761

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

Increase existing Line of Credit from \$7,000.00 to \$12,000.00.

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 OCTOBER 8, 2002.

GRANTOR:

x Cecil L. Lagunas  
Cecil L. Lagunas, Individually

x Ana Lagunas  
Ana Lagunas, Individually

LENDER:

x [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Cecil L. Lagunas and Ana Lagunas, 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 8th day of October, 2002.

By [Signature]

Residing at Merrill, Oregon

Notary Public in and for the State of Oregon

My commission expires November 19, 2002

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