**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 Main Office and Branch 540 Main Street Klamath Falls, OR 97601

**SEND TAX NOTICES TO:** GLENRIDGE PLACE **5761 GLENRIDGE WAY** KLAMATH FALLS, OR 97603

MTC 1396-4437

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State of Oregon, County of Klamath Recorded 11/12/2002 11:00 a Vol M02, Pg 65/85-86 Linda Smith, County Clerk Fee \$ 2600 # of Pgs 2 \_\_\_ # of Pgs

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 25, 2002, is made and executed between GLENRIDGE PLACE, A PARTNERSHIP, CONSISTING OF GARY L. STEWART, LISA M. STEWART, MELVIN L. STEWART, MARY LOU STEWART, MATT A. STEWART AND DARCY K. STEWART ("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 December 21, 1993 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded on December 21, 1993 in Volume M93, Page 34075 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 10, BLOCK 26, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON

The Real Property or its address is commonly known as 621 & 625 ALAMEDA AVENUE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-28CB-6900

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

Modify payment structure; Extend maturity date to December 15, 2003.

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 OCTOBER 25, 2002.

GRANTOR:

GLENRIDGE PLACE

PARTNER GLE RIDGE PLACE ARTNER

GENERAL

LENDER:

**GLENRIDGE PLACE** 

PARTNER

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## MODIFICATION OF DEED OF TRUST (Continued)

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PARTNERSHIP ACKNOWLEDGMENT
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By Fature fruit hed Residing at 2300 modes of Klama the fact:  Notary Public in and for the State of Oregov My commission expires 7-7-06
LENDER ACKNOWLEDGMENT
STATE OF Oregon  STATE OF Klainal  COUNTY OF Klainal  LENDER ACKNOWLEDGMENT  OFFICIAL SEAL CATHERINE L. SMELTZER NOTARY PUBLIC-OREGON COMMISSION NO. 358514 MY COMMISSION EXPIRES JUL 5, 2006

ASER PRO Lending, Var. 5.20.20.002 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. OR C:\HFSWIN\CFI\LPL\G202.FC TR-4159 PR-6

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