

02 NOV 19 PM 12:47

RECORDATION REQUESTED BY:

Stockmans Bank
Elk Grove Branch
9340 E. Stockton Blvd.
Elk Grove, CA 95624

WHEN RECORDED MAIL TO:

Stockmans Bank
Elk Grove Branch
9340 E. Stockton Blvd.
Elk Grove, CA 95624

State of Oregon, County of Klamath

Recorded 11/19/2002 12:47 p.m.Vol M02, Pg 66928 - 29

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

SEND TAX NOTICES TO:

The Don and Merrie L. Tompkins Family Revocable
Trust
P. O. Box 22
Guinda, CA 95637

FOR RECORDER'S USE ONLY

K-58621
MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 5, 2002, is made and executed between Edward D. Tompkins and Merrie L. Tompkins, as Trustees of The Don and Merrie L. Tompkins Family Revocable Trust, whose address is P. O. Box 22, Guinda, CA 95637 ("Trustor") and Stockmans Bank, Elk Grove Branch, 9340 E. Stockton Blvd., Elk Grove, CA 95624 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 5, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded June 10, 2002 in Vol M02 Page 33901-33911 in the Official Records of 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:

See exhibit "A" attached hereto and made a part hereof

The Real Property or its address is commonly known as 1780 acre Lenz Ranch, Klamath Falls, OR.

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

That certain Deed of Trust dated June 5, 2002 is hereby modified to add the following Parcel:

Parcel One
Section 34: N 1/2 of NW 1/4.

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.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 5, 2002.

TRUSTOR:

THE DON AND MERRIE L. TOMPKINS FAMILY REVOCABLE TRUST

By:

Edward D. Tompkins

Edward D. Tompkins, Trustee of The Don and Merrie L. Tompkins Family Revocable Trust

By:

Merrie L. Tompkins

Merrie L. Tompkins, Trustee of The Don and Merrie L. Tompkins Family Revocable Trust

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 1200106001

Page 2

LENDER:


 Authorized Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Calif

)

) SS

COUNTY OF YOLO

)

On NOV. 8, 2002, ~~at~~ before me, the undersigned,
 personally appeared Edward D. Tompkins; Merrie L. Tompkins, 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 to me that he/she/they executed the same in
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
 person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature 

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

)

) SS

COUNTY OF _____

)

On _____, 20____ before me, _____,
 personally appeared _____ 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 to me that he/she/they
 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)