

02 DEC 10 PM 2:51

RECORDATION REQUESTED BY:

Klamath First Federal Savings & Loan Association
Main Office and Branch
540 Main Street
Klamath Falls, OR 97601

Vol M02 Page 71754

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath
Recorded 12/10/2002 2:51 p. m.
Vol M02, Pg 71754-56
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

SEND TAX NOTICES TO:

Eddie L Wilcher
Po Box 240
Keno, OR 97627

K59701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 27, 2002, is made and executed between Eddie L Wilcher, an estate in fee simple ("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 October 1, 1997 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Klamath County, State of Oregon as follows: Recorded October 23, 1997 at 2:36 pm in Vol M97 Page 34939 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:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 11771 Foley Ln, Klamath Falls, OR 97601. The Real Property tax identification number is R622632

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

The loan amount is modified to \$90,100.00 and the Maturity Date is extended to December 1, 2022. Property description is modified by adding the following:

Together with an easement over and across the following described tract of land situated in the NE 1/4 SW 1/4 and the SE 1/4 NW 1/4 of Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that tract of land described in Deed Volume M-83 on page 4375 of the Klamath County Deed Records, more particularly described as follows: Beginning at the Northeast corner of Lot 1 in Block 1 of "Keno Whispering Pines", thence along the boundary of said "Keno Whispering Pines", South 00°03'57" East 603.80 feet to the C-W 1/16 corner of said Section 6, thence East a distance of 60 feet to a point, thence North 00°03'57" West 276.35 feet; thence continuing North 00°03'57" West 375.90 feet, thence South 89°54'36" West 60 feet to the point of beginning.

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 endorers 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 NOVEMBER 27, 2002.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

X

Eddie L Wilcher, Individually

LENDER:

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Eddie L Wilcher, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

27th

day of

November

2002

By Susan Marie Campbell

Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon

My commission expires 3-27-06

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K26-

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____
Notary Public In and for the State of _____ My commission expires _____

A parcel of land located in the W½ of Section 6, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a 5/8 inch iron pin which is South 89°54'36" East 60 feet from the Northeast corner of Lot 1 in Block 1 Whispering Pines Subdivision, said point being on the East right of way line of Whispering Pines Drive; thence South 0°04' East 375.90 feet to a 5/8 inch iron pin which is the true point of beginning; thence East 703.0 feet to a 5/8 inch iron pin which is on the Southwesterly right of way line of the Keno-Worden Highway, thence along the Southwesterly right of way of said Highway South 31°33' East a distance of 324.27 feet to a 5/8 inch iron pin; thence West 872.67 feet to a 5/8 inch iron pin on the East right of way of a proposed 60 foot road; thence North 0°04' West 276.35 feet along the East right of way of said proposed road to the point of beginning.

Together with an easement over and across the following described tract of land situated in the NE ¼ SW ¼ and the SE ¼ NW ¼ of Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that tract of land described in Deed Volume M-83 on page 4375 of the Klamath County Deed Records, more particularly described as follows: Beginning at the Northeast corner of Lot 1 in Block 1 of "Keno Whispering Pines", thence along the boundary of said "Keno Whispering Pines", South 00°03'57" East 603.80 feet to the C-W 1/16 corner of said Section 6, thence East a distance of 60 feet to a point, thence North 00°03'57" West 276.35 feet; thence continuing North 00°03'57" West 375.90 feet, thence South 89°54'36" West 60 feet to the point of beginning.