31

72327

'02 DEC 17 AM9:32

Vol. M02 Page 73327

State of Oregon, County of Klamath Recorded 12/17/2002 9:32 m. Vol M02, Pg 73327-29 Linda Smith, County Clerk Fee \$ 3/\infty # of Pgs 3

After Recordation Return to: KeyBank National Association P.O. Box 16430 Boise, ID 83715 (503) 323-6767

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

PO BOX 1491 LA PINE, OR 97739 TELEPHONE NO. JENTIFICATION NO. JENTIF	BORROWER		GRANTOR
PO BOX 1491 LA PINE, OR 97739 TELEPHONE NO. DENTIFICATION NO. ADDRESS OF REAL PROPERTY: 886 CHAPMAN AVE GILCHRIST, OR 97739 TELEPHONE NO. DENTIFICATION NO. TELEPHONE NO. DENTIFICATION NO. DENTIFI	CHARLES E. MORGAN DIANNE R. MORGAN	I	
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715 THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 4th day of December 2002 is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 A. On February 06, 2002 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note agreement ("Note") payable to Lender in the original principal amount of fifty nine thousand and 00/100 which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property describe on Schedule A below ("Property") and recorded on March 05, 2002 in Book/Reel/Volume No. M02 at Page 13122 / , or as Instrument No. , in the Real Property Records for KLAMATH County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to a the "Loan Documents". B. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT. The maturity date of the Note is extended to, at which time all outstanding surreduce to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as a due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as a due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as a due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as a due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly.	PO BOX 1491 LA PINE, OR 97739	GILCHRIST, OR 97739	
P.O. Box 16430 Boise, ID 83715 THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the4th		9	
is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender" A. On February 06, 2002 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note of agreement ("Note") payable to Lender in the original principal amount of fifty nine thousand and 00/100 Dollars (\$ 59,000.00 Do	P.O. Box 16430	44-4-4	***************************************
agreement ("Note") payable to Lender in the original principal amount of fifty nine thousand and 00/100 Dollars (\$ 59,000.00 which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property describe on Schedule A below ("Property") and recorded on March 05, 2002 in Book/Reel/Volume No	is executed by and between the parties identified above a 4910 Tiedeman Road, Suite B, Brook	and <mark>KeyBank National Associa</mark> Llyn, Ohio 44144	ation ("Lender")
which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property describe on Schedule A below ("Property") and recorded on March 05, 2002 in Book/Reel/Volume No. M02 at Page 13122 , or as Instrument No. , in the Real Property Records for KLAMATH County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to a the "Loan Documents". 3. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT. The maturity date of the Note is extended to		cipal amount of fifty nine thousa	nd and 00/100
County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to a the "Loan Documents". 3. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT. 1. The maturity date of the Note is extended to	on Schedule A below ("Property") and recorded on <u>Mar</u>	") executed by Grantor for the benefit of Len	der and encumbering the real property described olume No
the "Loan Documents". 3. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT. 1. The maturity date of the Note is extended to	County, Oregon, The Note	and Deed of Trust and any other related do	openy records for <u>KLAMATH</u>
TERMS OF REPAYMENT. The maturity date of the Note is extended to			
The maturity date of the Note is extended to	The Note and Deed of Trust are hereby modified as fo	llows:	
due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as o	1. TERMS OF REPAYMENT.		
, the unpaid principal balance due under the Note was \$, and the accrue			, at which time all outstanding sum:
and unpaid interest on that date was \$, and the accrue. The new repayment terms are as follows:			
and unbaid interest on that date was \$ The new repayment terms are as follows:	, the unpaid prin	cipal balance due under the Note was \$, and the accrued
	and unpaid interest on that date was \$		e as follows:
	2. ADDITIONAL MODIFICATIONS.		
2. ADDITIONAL MODIFICATIONS.			
X The Deed of Trust and Note are further modified as follows:	The original amount of the Note, referenced above, and the original in the amount of fifther aims the amount of the land of th	d principal amount of such	ed of Trust Deed of Trust

in the amount of fifty nine thousand and 00/100 dollars (\$59,000.00) is hereby increased to sixty nine thousand and 00/100 dollars (\$69,000.00), an increase of ten thousand and 00/100 dollars (\$10,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of KLAMATH

_, State of <u>Oregon</u>

THE EAST HALF OF LOT 7, IN BLOCK 3 OF CHAPMAN TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. FIRST AMERICAN TITLE ORDER NO:3752882

SCHEDULE B