

State of Oregon, County of Klamath  
Recorded 03/12/2003 10:29 Am.  
Vol M03 Pg 14758-760  
Linda Smith, County Clerk  
Fee \$ 31.00 # 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

BORROWER		GRANTOR	
RONALD V. SPARKS		RONALD V. SPARKS UNMARRIED	
ADDRESS		ADDRESS	
11424 BURLWOOD DR LA PINE, OR 97739		11424 BURLWOOD DR LA PINE, OR 97739	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 11424 BURLWOOD DR LA PINE, OR 97739			
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 27th day of February 2003, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On July 22, 2002, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of forty one thousand five hundred and 00/100 Dollars (\$ 41,500.00), 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 described on Schedule A below ("Property") and recorded on July 31, 2002 in Book/Reel/Volume No. M-02 at Page 43119, 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 as 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 sums 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 of \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of forty one thousand five hundred and 00/100 dollars (\$41,500.00) is hereby increased to fifty nine thousand five hundred and 00/100 dollars (\$59,500.00), an increase of eighteen thousand and 00/100 dollars (\$18,000.00).

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**

14759

The following described real property located in the County of KLAMATH, State of Oregon

LOT 21, BLOCK 3, TRACT NO. 1060, SUN FOREST ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

*AVS*

GRANTOR: RONALD V. SPARKS

GRANTOR:

14760

*Ronald V. Sparks*  
RONALD V. SPARKS

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: RONALD V. SPARKS

BORROWER:

*Ronald V. Sparks*  
RONALD V. SPARKS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: *[Signature]*

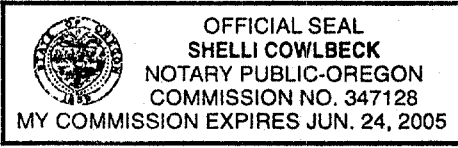
KeyBank National Association

State of Oregon

County of Deschutes

This instrument was acknowledged before me on February 28, 2003 by Ronald V. Sparks.

*Shelli Cowlbeck*  
Notarial Officer 6-24-2005



State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notarial Officer

State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_

Notarial Officer

State of Oregon Idaho

County of Ada

This instrument was acknowledged before me on March 6, 2003 by Nathan J. Leach

\_\_\_\_\_ as \_\_\_\_\_

of KeyBank National Association  
*[Signature]* 8/11/06.  
Notarial Officer

ACAPS # 030271544360C; ALS # 372001721648

THIS DOCUMENT WAS PREPARED BY: KeyBank National Association / David G. Fisher

