

'03 MAR 20 PM3:07

**RECORDATION REQUESTED BY:**

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

Vol M03 Page 16903

**WHEN RECORDED MAIL TO:**

Klamath First Federal  
Consumer Loan Center 2nd Floor  
714 Main Street  
Klamath Falls, OR 97601

State of Oregon, County of Klamath

Recorded 03/20/2003 3:07 p.m.

Vol M03 Pg 16903-04

Linda Smith, County Clerk

Fee \$ 26 # of Pgs 2

**SEND TAX NOTICES TO:**

Nora L Boman  
Po Box 327  
Klamath Falls, OR 97601

C03-45-

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated March 19, 2003, is made and executed between Nora L Boman ("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 April 26, 2001 (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 April 30, 2001 at 2:47 pm in Vol. M01 Page 19317, 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 16373 Cheyne Rd, Klamath Falls, OR 97603. The Real Property tax identification number is R98744

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

Increase existing Line of Credit from \$18,000.00 to \$39,400.00.

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 endorser 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 MARCH 19, 2003.

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 Nora L Boman  
Nora L Boman, 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 Nora L Boman, 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 19th day of MARCH, 20 03.

By Diana L Boyd Residing at KLAMATH FALLS, OR

Notary Public in and for the State of OREGON My commission expires 12-16-06

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A tract of land situated in the W 1/2 of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 20, from which the Northwest corner of said Section 20, as marked by a 5/8" iron pin, bears Northerly 1835.80 feet; thence East 30 feet, more or less, to a 5/8" iron pin on the Easterly right of way line of Cheyne Road; thence East 917.5 feet, more or less, to a 5/8" iron pin on the Southwesterly right of way line of the Southern Pacific Railroad; thence Southeasterly along said right of way 979 feet, more or less, to the centerline of the USBR No. 5, (Henley) Drain as shown on the USRS, Klamath Project right of way map No. 12-201-1325; thence Westerly along said centerline 1678 feet, more or less, to the West line of said Section 20; thence Northerly 264.33 feet to the point of beginning.