

03 AUG 29 AM 8:38

RECORDATION REQUESTED BY:

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

Vol M03 Page 63751

WHEN RECORDED MAIL TO:

Commercial Loan Service Center
714 Main Street
3rd Floor
Klamath Falls, OR 97601

State of Oregon, County of Klamath
Recorded 08/29/2003 8:38 a m
Vol M03 Pg 63751-53
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3
500 opa

SEND TAX NOTICES TO:

LEWIS M DODSON
JUDITH L DODSON
1128 TAMERA DR
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 22, 2003, is made and executed between LEWIS M DODSON AND JUDITH L DODSON, HUSBAND AND WIFE ("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 May 7, 1993 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 7, 1993 AS VOL. M93, PAGE 10170 IN KLAMATH COUNTY, 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 1403 & 1416 ARTHUR ST, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R-3809-034CD-05500-000

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

EXTEND MATURITY DATE TO AUGUST 10, 2013.

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 AUGUST 22, 2003.

GRANTOR:

x [Signature]
LEWIS M DODSON, Individually

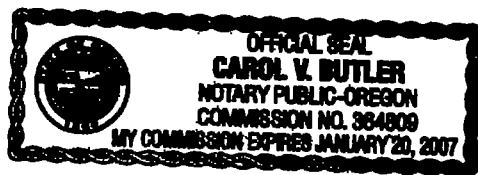
x [Signature]
JUDITH L DODSON, Individually

LENDER:

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared LEWIS M DODSON and JUDITH L DODSON, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of August, 2003.
By [Signature]
Notary Public in and for the State of Oregon
Residing at Klamath Falls
My commission expires January 20, 2007

31/50p

08226

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

Parcel 1: Beginning at the Northeast corner of Lot 9, ELM PARK, in Klamath County, Oregon; thence North 0°53' West 246.95 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 55°55' West 93.57 feet) a distance of 93.63 feet; thence South 0°05' East 300.63 feet to a point on the North line of said lot; thence North 89°06' East 80.87 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2: Beginning on the North line of Lot 9, ELM PARK, in Klamath County, Oregon, at a point which is 80.87 feet South 89°06' West from the Northeast corner of said Lot; thence North 0°05' West 300.63 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 65°25' West 143.05 feet) a distance of 143.29 feet; thence South 0°05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89°06' East 130.01 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3: Beginning on the North line of ELM PARK, in Klamath County, Oregon, at a point which is 210.88 feet South 89°06' West from the Northeast corner of Lot 9, ELM PARK, thence South 89°06' West 170.52 feet to a point; thence North 0°05' West 400.59 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the right (left by deed) to a point which is North 0°05' West 362.19 feet from the point of beginning; thence South 0°05' East 362.19 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER with easement dated April 13, 1979 from W.M. and Ruth E. Raymond to Willard R. Lilly, MD PC, Money Purchase Pension Plan Trust, covering drainage pipe across southern border of grantors property.