RECORDATION REQUESTED BY:

Clameth First Federal Savings & Los Main Office and Branch

540 Main Street emath Falls, OR 97601

WHEN RECORDED MAIL TO:

d Loan Service Center 714 Main Street

3rd Floor Klemeth Fells, OR 97601

State of Oregon, County of Klamath Recorded 08/29/2003 8:39 a
Vol M03 Pg 13754 56
Linda Smith, County Clerk
Fee \$ 3160 # of Pgs 3 opa

Vol MO3 Pag

63754

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 October 5, 1990 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED ON OCTOBER 5, 1990 AS VOL. M90, PAGE 20179 IN KLAMATH COUTY, 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 1400, 1405, & 1408 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 endorsers 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 sil 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 walver 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:** I FNDFR: INDIVIDUAL ACKNOWLE OFFICIAL SEAL CAROL V. BUTLER MOTARY PUBLIC-OREGON OMMESION NO. 364809 NON EXPERIE JANUARY 20, 2007) 88 COUNTY OF 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 settnowledged that they signed the Modification as their free et and deed, for the uses and purposes therein mentioned.

nder /my h

Notary Public in and for the State of

67390

MODIFICATION OF DEED OF TRUST (Continued)

63755

Page 2

LENDER ACKN	OW! FORMENT
STATE OF Oregon	OFFICIAL SEAL CATHERINE L. SMELTZER NOTARY PUBLIC-OREGON COMMISSION NO. 358514 MY COMMISSION EXPRES JUL. 5, 2006
On this 20th day of Culful 20 3, before me, the undersigned Notary Public, personally appeared (Infall) of the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the 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 of said Lender.	
By <u>Catherine</u> Samottes Notary Public in and for the State of Oregon	Reciding at Alamath Falls, OR My commission expires July 5,2006

63754

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 SW1 of Section 34, Township 38 South, Range 9 East of the Willamette Meridain, 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 place of beginning, being situated in the SW1 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3: Beginning on the North line of KLM 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 SW 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.