

03:01:31 PM 3:21

RECORDATION REQUESTED BY:  
Klamath First Federal Savings & Loan Association  
Madison Branch  
2300 Madison  
Klamath Falls , OR 97603

Vol M03 Page 81252

State of Oregon, County of Klamath  
Recorded 10/31/03 3:21 p m  
Vol M03 Pg 81252-53  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

WHEN RECORDED MAIL TO:  
Klamath First Federal  
Consumer Loan Center 2nd Floor  
714 Main Street  
Klamath Falls , OR 97601

SEND TAX NOTICES TO:  
Deborah Elizabeth Collins  
Gregory Gordon Collins  
3626 Madison St  
Klamath Falls , OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATG 54649

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 29, 2003, is made and executed between Gregory Gordon Collins and Deborah Elizabeth Collins, as tenants by the entirety ("Grantor") and Klamath First Federal Savings & Loan Association, Madison Branch, 2300 Madison, Klamath Falls , OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 5, 2003 (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 March 7, 2003 at 3:21 pm in Vol M03 Pg 14068, 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:

The North 68.95 feet of the East 134 feet of Tract 18 and the South 16.13 feet of the East 134 feet of Tract 17, HOMEDALE TRACTS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 3626 Madison St, Klamath Falls , OR 97603. The Real Property tax identification number is R549696

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

Increase existing Line of Credit from \$60,570.00 to \$75,000.00.

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 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 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 OCTOBER 29, 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 Deborah Elizabeth Collins  
Deborah Elizabeth Collins, Individually

x Gregory Gordon Collins  
Gregory Gordon Collins, Individually

LENDER:

x Patricia Janet Thiede  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) ss  
)



On this day before me, the undersigned Notary Public, personally appeared Deborah Elizabeth Collins and Gregory Gordon Collins, 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 31<sup>st</sup> day of October, 2003.

By Patricia Janet Thiede  
Notary Public in and for the State of Oregon

Residing at 2300 Madison St Klamath Falls, OR  
My commission expires 7-7-06

26A

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and 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 therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_