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**RECORDATION REQUESTED BY:** Klamath First Federal Savings & Loan Association 00770 Page Shasta Branch 2943 South Sixth Street Klamath Falls , OR 97603 State of Oregon, County of Klamath Recorded 01/07/2004 2131p WHEN RECORDED MAIL TO: m Vol M04 Pg 00 770 Klamath First Federal Linda Smith, County Clerk Consumer Loan Center 2nd Floor Fee \$ 2600 # of Pgs 714 Main Street Klamath Falls , OR 97601 **SEND TAX NOTICES TO:** Sharon Angrimson 5250 Bristol Ave Klamath Falls, OR 97603 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY Aspen 157403 **MODIFICATION OF DEED OF TRUST** THIS MODIFICATION OF DEED OF TRUST dated January 6, 2004, is made and executed between Sharon Angrimson ("Grantor") and Klamath First Federal Savings & Loan Association, Shasta Branch, 2943 South Sixth Street, Klamath Falls , OR 97603 ("Lender"). DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 7, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows: Recorded July 9, 2003 at 2:35 pm in Vol M03 Pg 47594-600 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 5250 Bristol Ave, Klamath Falls, OR 97603. The Real Property tax identification MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows: increase existing Line of Credit from \$10,000.00 to \$15,000.00. 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 JANUARY 6, 2004. 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** 

STATE OF MANY

OFFICIAL SEAL
JULIE HADDOCK
NOTARY PUBLIC-OREGON
COMMISSION NO. 351357
MY COMMISSION EXPINES COT. 29, 2005

On this day before me, the undersigned Notary Public, personally appeared Sharon Angrimson, 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.

By Public in and for the State of My commission expires

commission expires 0.7± 29 2.005

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**COUNTY OF** 

Exhibit A

00771

A parcel of land situate in the S 1/2 NW 1/4 SE 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point in the center line of a 60 foot roadway from which the quarter section common to Sections 11 and 14, Township 39 South, Range 9 East of the Willamette Meridian bears South 89° 28' West along said roadway center line 1101.0 feet and South 0° 09' East along the North and South center line of the said Section 11 as marked on the ground by a well established fence line 1663.6 feet and running thence from said beginning point North 89° 26' East along said roadway center line 75.0 feet; thence South 0° 16' East 346.7 feet to a point on the South boundary line of the S 1/2 NW 1/4 SE 1/4 of said Section 11; thence North 89° 31 1/2' West along the said boundary line 75.0 feet; thence North 0° 16' West 345.4 feet to the point of beginning.

ALSO a parcel of land situated in the S 1/2 NW 1/4 SE 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the center of a 60 foot roadway (Bristol Avenue) from which the quarter section common to Sections 11 and 14, Township 39 South, Range 9 East of the Willamette Meridian, bears South 89° 28' West along said roadway center line a distance of 1183.6 feet and South 00° 09' East along the North-South center line of said Section 11, as marked on the ground by a well established fence line, a distance of 1663.6 feet; running thence South 00° 16' East 30.0 feet, more or less, to a point on the South line of said Bristol Avenue and the true point of beginning of this description; thence continuing South 00° 16' East a distance of 316.70 feet, more or less, to a point; thence South 89° 28' West a distance of 7.6 feet, more or less, to a point; thence South 89° 28' East along said South line a distance of 7.6 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM any portion lying within the right of way of Bristol Avenue.