

04 MAR 23 AM 8:42

RECORDATION REQUESTED BY:

Vol M04 Page 16241

WHEN RECORDED MAIL TO:

PLUMAS BANK  
P.O. BOX 210  
QUINCY, CA 95971

State of Oregon, County of Klamath  
Recorded 03/23/2004 8:42A m  
Vol M04 Pg 110241-45  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

SEND TAX NOTICES TO:

JOHN R. ANDERSON  
JEANNE F. ANDERSON  
7624 N COUNTY RD 114  
TULELAKE, CA 96134

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 10, 2004, is made and executed between JOHN R. ANDERSON AND JEANNE F. ANDERSON AN ESTATE IN FEE SIMPLE AS TENANTS BY THE ENTIRETY, whose address is 7624 N COUNTY RD 114, TULELAKE, CA 96134 ("Grantor") and PLUMAS BANK, ALTURAS BRANCH, 510 NORTH MAIN STREET, ALTURAS, CA 96101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 3, 2001 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

APRIL 20, 2001 IN VOLUME M01 PAGE 17409 STATE OF OREGON, COUNTY OF KLAMATH.

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 OR. The Real Property tax identification number is 4014-V0000-600,4014-V000-900,4015-1701,4015-2400,4114-1000,4114-5-701,4114-18-200,4114-18-400

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

PRINCIPAL AMOUNT OF DEED OF TRUST IS INCREASED FROM \$175,000.00 TO \$650,000.00.

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 MARCH 10, 2004.

GRANTOR:

x John R. Anderson  
JOHN R. ANDERSON

x Jeanne F. Anderson  
JEANNE F. ANDERSON

LENDER:

PLUMAS BANK

x [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF MODOC )

On this day before me, the undersigned Notary Public, personally appeared JOHN R. ANDERSON and JEANNE F. ANDERSON, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Residing at \_\_\_\_\_

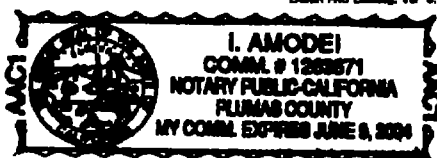
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

## LENDER ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF PLUMAS )

On this FIFTEENTH day of MARCH, 2004, before me, the undersigned Notary Public, personally appeared KEVIN D. WILSON and known to me to be the VICE PRESIDENT, 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 [Signature] Residing at Quincy, CA  
Notary Public in and for the State of CALIFORNIA My commission expires 6-2004



## TOWNSHIP 40 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 21: S $\frac{1}{2}$ , SAVING AND EXCEPTING the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 28: NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ TOWNSHIP 40 SOUTH, RANGE 14 $\frac{1}{2}$  EAST OF THE WILLAMETTE MERIDIANSection 27: W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 28: SW $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 29: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 32: E $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 33: NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 34: W $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ , That portion of the SW $\frac{1}{4}$  lying Westerly of the fence constructed and existing across the E $\frac{1}{2}$ SW $\frac{1}{4}$ 

ALSO ALL that portion of said section lying and being Southeasterly from a line parallel with and 225 feet distant Northwestery from the Northerly line of Bear Flat-Deer Spring Road which runs Northeasterly across said quarter section.

## TOWNSHIP 41 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 5: The South 150 feet of the S $\frac{1}{2}$ SW $\frac{1}{4}$  and W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;Section 6: E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{4}$ ; W $\frac{1}{2}$ E $\frac{1}{2}$ ; Lot 1; SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$ 

A strip of land 150 feet in width lying along and immediately adjacent to the Southerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6. SAVING AND EXCEPTING a strip of land 30 feet wide along the North line of Lots 1, 2 and E $\frac{1}{2}$  Lot 3 deeded to Klamath County in Volume 258 page 1, Deed Records of Klamath County, Oregon.

Section 7: W $\frac{1}{2}$ E $\frac{1}{2}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ W $\frac{1}{4}$ ,

LESS a strip of land 125 feet in width described as follows: Commencing at the Northwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7 and running thence North 125 feet; thence East 125 feet; thence South 1570 feet parallel with the West line of said section; thence Westerly 125 feet; thence Northerly 1445 feet to the point of beginning, being the Westerly 125 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and a parcel of land 125 feet square in the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and a parcel of land 125 feet square in the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 7.



LESS AND EXCEPT a piece or parcel of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 41 South, Range 14 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northwesterly corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 7, Township 41 South, Range 14 E.W.M., and running thence Easterly along the Northerly boundary thereof 34.8 feet; thence South 5°27' East 1326.0 feet, more or less, to a point in the Southerly boundary thereof, thence Westerly along the said Southerly boundary thereof 160.7 feet, more or less, thence Northerly along the Westerly boundary thereof 1320 feet, more or less, to the said point of beginning.

ALSO SAVING AND EXCEPTING that portion in deed from Johnson Stock Co. to W. D. Campbell in Volume 257 on page 91, Deed Records of Klamath County, Oregon.

Section 8: S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; LESS AND EXCEPTING any portion lying within the East Langell Valley Road.

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ . LESS AND EXCEPT any portion lying within East Langell Valley Road

Section 18: A piece or parcel of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 18, Township 41 South, Range 14 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northeastly corner of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 18, Township 41 South, Range 14 East of the Willamette Meridian, and running thence Westerly along the Northerly boundary thereof 1159.3 feet; thence South 5°27' East 63.0 feet; thence South 86°02' East 1156.1 feet, more or less, to a point in the Easterly boundary thereof; thence Northerly along the said Easterly boundary thereof 142.7 feet to the point of beginning.

The N $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
LESS AND EXCEPT the West 440 feet.

The W $\frac{1}{4}$ SE $\frac{1}{4}$ , LESS AND EXCEPT the West 440 feet.

ALSO LESS AND EXCEPT any portion lying with the Malone Lateral and Further excepting any portion lying Southerly of East Langell Valley Road.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

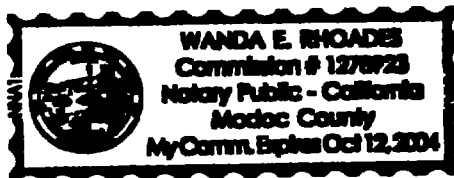
State of California

County of MODOC

} ss.

On March 11, 2004 before me, Wanda E. Rhoades, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared John R. Anderson and Jeanne F. Anderson  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Wanda E. Rhoades  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**Title or Type of Document: Modification of Deed of TrustDocument Date: March 10, 2004 Number of Pages: fourSigner(s) Other Than Named Above: Authorized Officer of Plumas Bank**Capacity(ies) Claimed by Signer**Signer's Name: John R. Anderson and Jeanne F. Anderson

- ☒ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: self