

05 FEB 7 AM 9:48

Vol M05 Page 08268

**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.  
Bank Loan Center  
PO Box 2328  
Bloomington, IL 61702

State of Oregon, County of Klamath  
Recorded 02/07/05 9:48a m  
Vol M05 Pg 08268-70  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
PO Box 5961  
Madison, WI 53705-0961

**SEND TAX NOTICES TO:**

SCOTT A LOCHARD  
PO BOX 696  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Maximum Obligation Limit \$24,000

FL 707022

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated January 14, 2005, is made and executed between between SCOTT A LOCHARD; a Single Person ("Grantor") and State Farm Bank, F.S.B., whose address is Bank Loan Center, PO Box 2328, Bloomington, IL 61702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 19, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED ON 12-27-2004 IN INSTRUMENT NUMBER M04, VOLUME 88201 IN THE KLAMATH COUNTY RECORDS.

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 5083 FALCON DR, KLAMATH FALLS, OR 97601-9155. The Real Property tax identification number is 38080090004500

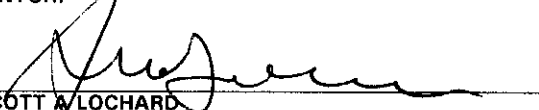
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

PRINCIPAL INCREASE OF \$19,000.00. LINE OF CREDIT DEED OF TRUST. (A) THIS DEED OF TRUST IS A LINE OF CREDIT INSTRUMENT. (B) THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$24,000.00. (C) THE TERM OF THE CREDIT AGREEMENT COMMENCES ON THE DATE OF THE DEED OF TRUST AND ENDS ON FEBRUARY 28, 2012.

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.

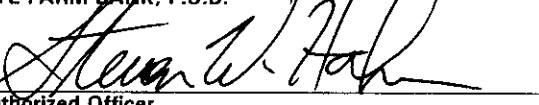
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 14, 2005.

GRANTOR:

x   
SCOTT A LOCHARD

LENDER:

STATE FARM BANK, F.S.B.

x   
Authorized Officer  
STEVEN W. HAHN  
HOME EQUITY MANAGER

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Douglas ) SS

On this day before me, the undersigned Notary Public, personally appeared **SCOTT A LOCHARD, a Single Person**, 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.

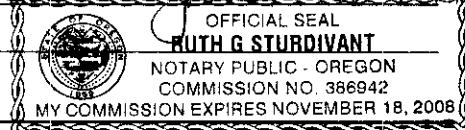
Given under my hand and official seal this 14th day of January, 20 05.

By Ruth G. Sturdivant

Residing at 1021 SE Washington Roseburg, OR 97471

Notary Public in and for the State of Oregon

My commission expires



## LENDER ACKNOWLEDGMENT

STATE OF Missouri )  
COUNTY OF St Louis ) SS



JODI L. WOHLDMANN

St. Louis County

My Commission Expires

June 26, 2008

On this 24 day of January, 20 05, before me, the undersigned Notary Public, personally appeared Steven W. Hahn and known to me to be the Home Equity Manager, 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 Jodi L. Wohldmann

Residing at St Louis County

Notary Public in and for the State of Missouri

My commission expires June 26 2008

08270

EXHIBIT A

LOT 291 OF RUNNING Y RESORT, PHASE 4, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY  
CLERK OF KLAMATH COUNTY, OREGON.

Permanent Parcel Number: 38080090004500  
SCOTT A. LOCHARD

5083 FALCON DRIVE, KLAMATH FALLS OR 97601  
Loan Reference Number : LOCHARD,  
First American Order No: 6707022  
Identifier: f/L/ELS

ek.  
When recorded mail to:  
**FIRST AMERICAN ELS, INC.**  
**1228 EUCLID AVENUE, SUITE 400**  
**CLEVELAND, OHIO 44115**  
**ATTN: FACT DEPARTMENT**