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Vol M05 Page 17706

State of Oregon, County of Klamath  
Recorded 03/18/2005 9,362 m  
Vol M05 Pg 17706-09  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

RV  
When Recorded Return To: Mid Rec.  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 2210968  
Attn: Loss Mitigation Title Services

### MODIFICATION OF A DEED OF TRUST

This Loan Modification Agreement ("Agreement"), made this 11 day of February, 20 05 between DOUGLAS E. MCLANE, SINGLE AND TERRI A. DALTON, SINGLE, ("Borrower") and Midfirst Bank ("Lender"). Amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated June 10, 1999 and recorded in Book M99, at Page 24221 of the KLAMATH County Recorder's Office and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 6215 KATIE LN, KLAMATH FALLS, OR 97603, the real property described being set forth as follows:

LOT 2, TRACT NO. 1304, PLEASANT VISTA, IN THE COUNTY OF KLAMATH,  
STATE OF OREGON.  
Parcel #R884699

In consideration of the mutual promises and agreements exchanges, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of November 01, 2004, the amount payable under the Note and Security Instrument (The "Unpaid Principal Balance") is \$113,610.74, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charges on the Unpaid Principal Balance at the rate of 7.875%. The Borrower promises to make monthly payments of principal and interest of \$823.76, beginning the first day of December 2004, and continuing thereafter on the same day of each succeeding month until principal & interest are paid in full. If on November 01, 2034, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as

amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Midland Mortgage Co., PO Box 268888, Oklahoma City, OK 73126, or at such place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full in all sums secure by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrowers covenants and agreements to make all payments of taxes, insurance premiums, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this agreement.

Douglas E McLane  
DOUGLAS E MCLANE

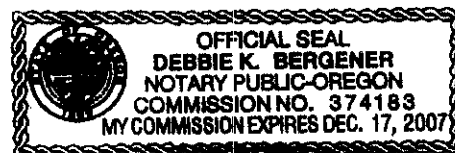
TERRI A DALTON  
TERRI A DALTON

State of Oregon                     )  
  ) SS  
County of KLAMATH                )

On the 11th day of Feb, 2005, personally appeared DOUGLAS E MCLANE AND TERRI A DALTON, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and the by his/her signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

Debbie K Bergener  
Notary Public



17709

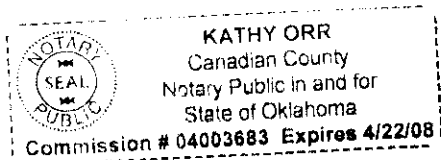
MIDFIRST BANK

By:   
Craig Parker, Vice President

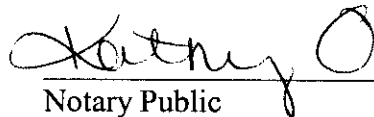


State of Oklahoma )  
County of Canadian ) SS

On the 18 day of February, 2005 personally appeared Craig Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and the by his signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal:

  
Notary Public