

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 03/31/2005 8:12 a m
Vol M05 Pg 21760-62
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE**1228 EUCLID AVENUE, SUITE 400****CLEVELAND, OHIO 44115****ATTN: FT1120**

SEND TAX NOTICES TO:

ROBERT R. DAVIS
IRMA M. DAVIS
4418 EL CERRITO WAY
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Maximum obligation
Limit \$20,000

MODIFICATION OF DEED OF TRUST

FIRST AMERICAN TITLE

6944929

THIS MODIFICATION OF DEED OF TRUST dated March 4, 2005, is made and executed between **ROBERT R. DAVIS and IRMA M. DAVIS; as Husband and Wife ("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 August 29, 2003 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded September 15, 2003 as Volume **M03** at Page **68396**, 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 4418 EL CERRITO WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 00R566729

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

Principal Increase of \$5,000.00. 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 \$20,000.00. (C) The term of the Credit Agreement commences on the date of the Deed of Trust and ends on April 30, 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 MARCH 4, 2005.

GRANTOR:

x Robert R. Davis
ROBERT R. DAVIS

x Irma M. Davis
IRMA M. DAVIS

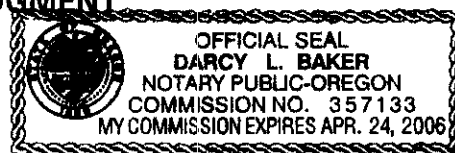
LENDER:

STATE FARM BANK, F.S.B.

x Steven W. Hahn
Authorized Officer

STEVEN W. HAHN
HOME EQUITY MANAGER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared **ROBERT R. DAVIS and IRMA M. DAVIS, as Husband and Wife**, 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 4th day of March, 20 05.

By Darcy L BakerResiding at 2650 Washburn way suite 104 Klamath Falls OR 97603Notary Public in and for the State of OregonMy commission expires April 24, 2006

LENDER ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF St. Charles)
) SS
)

SUSAN M. COX
St. Charles County
My Commission Expires
April 24, 2006

On this 10th day of March, 20 05, before me, the undersigned Notary Public, personally appeared Doreen W. Baker and known to me to be the Lane County 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 Susan M. CoxResiding at St. Charles, MissouriNotary Public in and for the State of MissouriMy commission expires 4-24-2006

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF OREGON, COUNTY OF
KLAMATH, WITH A STREET LOCATION ADDRESS OF 4418 EL CERRITO WAY;
KLAMATH FALLS, OR 97603-7702 CURRENTLY OWNED BY ROBERT R DAVIS AND
IRMA M DAVIS HAVING A TAX IDENTIFICATION NUMBER OF 00R566729 AND
FURTHER DESCRIBED AS SUNSET EAST BLOCK 2 LOT 8 .

00R566729

4418 EL CERRITO WAY; KLAMATH FALLS, OR 97603-7702

74608697

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