

MODIFICATION OF TRUST DEED

Aspen 60579

MODIFICATION OF TRUST DEED

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THIS AGREEMENT, Made and entered into this 05 day of May 2005, by and between Wells Fargo Bank, N.A., herein called First Party, who is the beneficiary or beneficiary's successor in interest and CHRIS E. KABER and VICKIE M. KABER, husband and wife, herein called Second Party, who are the grantors, under that certain trust deed dated March 26, 2003, in which Amerititle is trustee, recorded on April 7, 2003, in volume No. M-03 on page 21392 of the Mortgage Records or Official Records of KLAMATH County, Oregon, and conveying real property in said county described as follows:

PARCEL 2 OF LAND PARTITION 1-01, SAID LAND PARTITION BEING A REPLAT OF PARCEL 3 OF LAND PARTITION 28-00, BEING A REPLAT OF A PORTION OF PARCEL 1 OF MINOR LAND PARTITION 20-89, SITUATED IN THE NE 1/4 OF SECTION 13, TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The First Party currently is the owner and holder of the Note and trust deed. The Second Party is the Grantor.

The Second Party has requested a modification of the legal description of the real property currently named in said Trust Deed due to a lot-line adjustment being obtained involving the real property.

NOW, THEREFORE, for value received, receipt of which is hereby acknowledged by the First Party, the First Party hereby agrees to a modification of the legal description encumbered by its trust deed to be the following legal description:

Parcel 2 of Land Partition 1-01, being Parcel 3 of Land Partition 28-00, situated in the NE 1/4 of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM, a parcel of land situated in the NE 1/4 of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 2 of Land Partition 1-01, being more particularly described as follows:

Commencing at the most northeasterly corner, of said Parcel 2, said point being marked with a 5/8" rebar and red plastic cap stamped "Adkins Consult. Engrs. Inc."; Thence along the easterly line of said Parcel 2, South 00° 04' 12" West 383.88 feet to the True POINT OF BEGINNING; Thence continuing along said easterly line, South 00° 04' 12" West, 150.00 feet; Thence leaving said line, North 89° 55' 48" West, 55.62 feet; Thence North 07° 50' 13" West, 151.44 feet; Thence South 89° 55' 48" East a distance of 76.45 feet to the True Point of Beginning.

TOGETHER WITH, a parcel of land situated in the NE 1/4 of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 1 of Land Partition 1-01, Being more particularly described as follows:

Commencing at the most northwesterly corner of said Parcel 1, said point being marked with a 5/8" rebar and red plastic cap stamped "Adkins Consult. Engrs. Inc."; Thence along the northerly line of said Parcel 1, South 89° 55' 48" East 260.17 feet to the True POINT OF BEGINNING; Thence South 89° 55' 48" East, 59.85 feet to the northeasterly corner of said Parcel 1; Thence along the easterly line of said Parcel 1, South 02° 07' 56" East, 596.39 feet; Thence leaving said line, North 07° 50' 13" West 601.67 feet to the True Point of Beginning.

In construing this document, it is understood that any party may be more than one person. If the context so required, the singular shall be taken to mean the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This shall inure to First Party's and Second Party's assignees, heirs, successors and assigns, interest in and under said trust deed, together with the notes, moneys and obligations therein described, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed.

The undersigned hereby covenants that the undersigned is the beneficiary or beneficiary's successor in interest under said trust deed and is the current owner and holder of the beneficial interest therein and has the right to make such modification of the Trust Deed which secures the note or other obligation secured thereby.

In construing this instrument and whenever the context hereof so requires the singular includes the plural.

IN WITNESS WHEREOF, the undersigned has executed this document; if the undersigned is a corporation, it has caused its name to be signed by an officer or other person duly authorized to do so under the authority of its board of directors.

DATED: May 05, 2005

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC,

BY: Tonia L. Houghton

Title: Vice President

Chris E. Kaber
CHRIS E. KABER

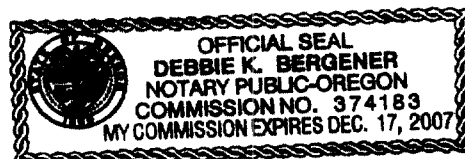
Vickie M. Kaber
VICKIE M. KABER

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 5-16-05, by Chris E. Kaber and Vickie M. Kaber.

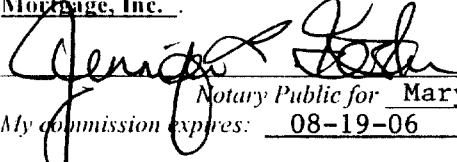
Debbie K. Bergener
Notary Public for Oregon

My Commission Expires: 12-17-2007



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STATE OF Maryland, County of Frederick)ss.
This instrument was acknowledged before me on May 05, 2005, by Lorna L. Slaughter as
Vice President of Wells Fargo Bank, N.A., Successor by merger to Wells Fargo Home
Mortgage, Inc.


Notary Public for Maryland
My commission expires: 08-19-06

JENNIFER L. FOSTER
Notary Public
Washington County, MD
My Commission Expires August 19, 2006

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Wells Fargo Bank, N.A.

First Party

VS

CHRIS E. KABER and VICKIE M. KABER

Second Party

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601