

AFTER RECORDING RETURN TO:

Christopher L. Cauble

M05-66651

Klamath County, Oregon

10/17/2005 08:56:01 AM

Pages 2 Fee: \$26.00

CAUBLE, DOLE & SORENSON

111 S. E. Sixth Street, P. O. Box 398

Grants Pass, OR 97528

MODIFICATION OF TRUST DEED

1. **PARTIES:** The parties to this document are DIANE ELAINE STEVENSON, TRUSTEE OF THE D. E. MYERS 1999 TRUST, hereafter called "GRANTOR," and JANE K. REILLY, the duly appointed and acting personal representative of the Estate of TERRY KEITH POCOCK, SR., (also known and named of record as T. KEITH POCOCK), deceased, hereafter called "BENEFICIARY".

2. **RECITALS:** On August 23, 2001, GRANTOR, executed and delivered to BENEFICIARY, a Promissory Note, together with a Trust Deed encumbering certain Klamath County, Oregon real property as security for payment on the Note. The Trust Deed was recorded August 28, 2001, in Volume M01, Page 43739, Official Records of Klamath County, Oregon.

3. **MODIFICATION:** The terms of the Promissory Note provide for payment in full of the principal and accrued interest on September 1, 2021. The Trust Deed erroneously reflects a maturity date of July 1, 2002. The parties hereto mutually agree that the maturity date of the Trust Deed is hereby modified and corrected to be September 1, 2021, consistent with the maturity date of the Promissory Note.

4. **ATTORNEY FEES:** If this modification or the original promissory note and or trust deed are placed in the hands of an attorney for collection, the undersigned agrees to pay the reasonable collection costs, including attorney fees, of the holder hereof; and if suit or action is filed thereon, also agrees to pay holder's costs, disbursements and reasonable attorney fees in any such suit or action or any appeal thereof. Such sums shall include reasonable attorney fees and legal expenses for the anticipated future costs of collection or enforcement of any order or judgment rendered in any legal proceeding awarded in connection with the note. In addition, holder shall be entitled to recover reasonable attorney fees, costs, and legal expenses if holder employs an attorney to take any action, judicial or otherwise, in any bankruptcy, insolvency, or similar proceeding in connection with any default of the note by the undersigned.

5. **LEGAL REPRESENTATION OF THE PARTIES:** This modification was prepared for BENEFICIARY by the law firm of Cauble, Dole & Sorenson, and the firm represents BENEFICIARY only. GRANTOR acknowledges that she has been advised to consult with an attorney before executing this document.

6. **RATIFICATION:** Except as herein modified and corrected, all of the terms, covenants and conditions of the above-described Trust Deed, shall remain in force and effect.

DATED this 12 day of September, 2005.

BENEFICIARY:

ESTATE OF TERRY KEITH POCOCK,
SR., aka T. Keith Pocock, deceased

By Jane K. Reilly
Jane K. Reilly as Personal
Representative

GRANTOR:

D.E. MYERS 1999 TRUST

By Diane Elaine Stevenson
Diane Elaine Stevenson, Trustee trustee

STATE OF CALIFORNIA, County of Orange)ss.

On Sept. 12, 2005, before me, KI YOUNG HONG,
a Notary Public in and for said State, personally appeared Jane K. Reilly, personally known to
me or proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged that she executed the same in her
authorized capacity as personal representative of said estate. WITNESS my hand and
official seal.

[Signature]
Notary Public for California

My Commission expires: 12/10/08



STATE OF OREGON, County of Klamath) ss.

On October 4, 2005, the foregoing instrument was acknowledged before me by
Diane Elaine Stevenson, as Trustee of the D.E. Myers 1999 Trust.



Kathleen L. Eck
Notary Public for Oregon
My Commission Expires 12-12-07