

29702

RECORDATION REQUESTED BY:

BANK OF THE CASCADES
61250 S HWY 97
P O BOX 9099
BEND, OR 97708

96 DEC 10 AM 125

Vol. 1796 Page 38428

WHEN RECORDED MAIL TO:

BANK OF THE CASCADES
61250 S HWY 97
P O BOX 9099
BEND, OR 97708

MTC 1396-8017

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



Bank of the Cascades

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 16, 1996, BETWEEN ERNEST G WEISSNER (referred to below as "Grantor"), whose address is PO BOX 83, CRESCENT LAKE, OR 97425; and BANK OF THE CASCADES (referred to below as "Lender"), whose address is 61250 S HWY 97, P O BOX 9099, BEND, OR 97708.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 13, 1995 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED APRIL 17, 1995 IN VOLUME M95 OF MORTGAGES ON PAGE 9568 KLAMATH COUNTY, OREGON.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in KLAMATH County, State of Oregon:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as PO BOX 83, CRESCENT LAKE, OR 97425. The Real Property tax Identification number is 24 07 18 A 2202.

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

INCREASE AMOUNT TO \$13,487.20 AND EXTEND MATURITY DATE TO DECEMBER 10, 1999

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 endorses 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ERNEST G WEISSNER

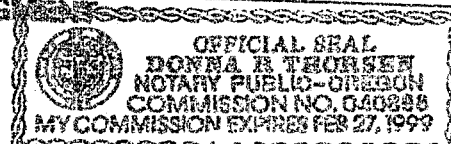
LENDER:

BANK OF THE CASCADES

By [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Buchanan) ss



On this day before me, the undersigned Notary Public, personally appeared ERNEST G. MEISSNER, 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 15th day of Nov., 1996.

By Donna R. Thorsen

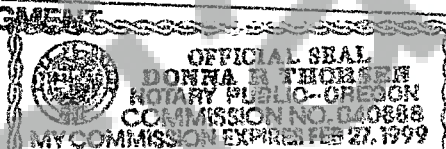
Residing at Bend

Notary Public in and for the State of OR

My commission expires Feb 27, 1999

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Buchanan) ss



On this 15th day of Nov., 1996, before me, the undersigned Notary Public, personally appeared LINDA PROBASCO and known to me to be the GRANTOR, 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 Donna R. Thorsen

Residing at Bend

Notary Public in and for the State of OR

My commission expires Feb 27, 1999

DESCRIPTION

the following described real property situate in Klamath County, Oregon:

Parcel 2:

That portion of the SE1/4 of Section 18, Township 24 South, Range 7 East of the Willamette Meridian, described as follows:

Commencing at the East quarter corner of Section 18, a #5 aluminum capped steel rod driven into a 2" pipe, the initial point of Crescent Pines Subdivision; thence along a line of Crescent Pines Subdivision, N. 74°53'34" W. 274.73 feet to a #5 steel rod at the Northeast PC of Pine Creek Loop; thence along the Northeast line of Pine Creek Loop, N. 52°43'28" W. 60.02 feet to a #5 steel rod, the Point of Beginning for this parcel; thence continuing along the Northeast line of Pine Creek Loop and 30 feet from the centerline thereof, N. 52°43'28" W. 417.11 feet to a #5 steel rod; thence along a line at right angle to Pine Creek Loop, N. 37°16'32" E. 463.64 feet to a #5 steel rod along the Southwest line of Oregon State Highway 838; thence along the Southwest line of said Highway and 40 feet from the centerline thereof, S. 52°44'43" E. 583.02 feet to a #5 steel rod; thence S. 56°53'13" W. 494.33 feet to the Point of Beginning.

There is included within these bounds, an easement 10 feet in width along the Northeast bound hereof for purposes of drainage.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of December A.D. 19 96 at 10:25 o'clock A.M., and duly recorded in Vol. 496
of Mortgages on Page 38426

FEE \$20.00

Bernetha G. Letsch, County Clerk

By [Signature]