

## RECORDATION REQUESTED BY:

Bank of the Cascades  
1100 NW WALL ST  
PO BOX 369  
BEND, OR 97709

97 FEB 28 AM 12

## WHEN RECORDED MAIL TO:

Bank of the Cascades  
1100 NW WALL ST  
PO BOX 369  
BEND, OR 97709

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

K-50160



Bank of the Cascades

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 20, 1997, BETWEEN MOMBERT & PEKKOLA PROPERTIES (referred to below as "Grantor"), whose address is ., OR ; and Bank of the Cascades (referred to below as "Lender"), whose address is 1100 NW WALL ST, PO BOX 369, BEND, OR 97709.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 22, 1992 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED 1-29-92 IN BOOK m92, PAGE 1840, KLAMATH COUNTY RECORDS

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

LOTS 3 AND 6 IN BLOCK 1 OF TRACT 1249 RESUBDIVISION OF LOT 4 BLOCK 1, TRACT 1080, WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 3344 WASHBURN WAY, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 39099AA200 & 39099AA1700.

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

EXTEND MATURITY TO 2-20-2002

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 endorser 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:  
MOMBERT & PEKKOLA PROPERTIES

By: [Signature]  
LES MOMBERT, General Partner

By: [Signature]  
DENNIS PEKKOLA, General Partner

By: [Signature]  
ANN MOMBERT, General Partner

By: [Signature]  
CAROL PEKKOLA, General Partner

LENDER:

Bank of the Cascades

By: [Signature]  
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Deschutes ) ss

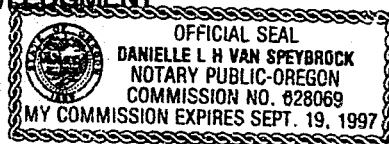


On this 20th day of February, 1997, before me, the undersigned Notary Public, personally appeared LES MOMBERT, DENNIS PEKKOLA, ANN MOMBERT and CAROL PEKKOLA, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Louanne Rice Residing at Redmond  
Notary Public in and for the State of Oregon My commission expires 3-21-00

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Deschutes ) ss



On this 20th day of February, 1997, before me, the undersigned Notary Public, personally appeared ROGER L. CHRISTENSEN and known to me to be the VP & Branch 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 Danielle L H Van Speybrock Residing at Bend  
Notary Public in and for the State of Oregon My commission expires 9-19-97

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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 28th day  
of February A.D., 1997 at 11:12 o'clock A. M., and duly recorded in Vol. M97  
of Mortgages on Page 5959

FEE \$15.00

Bernetha G. Letsch, County Clerk  
by Kathleen Rose