34509

RECORDATION REQUESTED BY:

Dank of the Cascades 1160 NW WALL ST PO BOX 340 BEND, CR 97700

WHEN RECORDED MAIL TO:

Bark of the Cascades 1100 NW WALL ST PO BOX 369 BEND, OR 97709 THE PROPERTY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Vol. MM Page 7886



THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 13, 1997, BETWEEN FERRIS G HELL and LEAH M HILL (referred to below as "Grantor"), whose address is 61040 CHEENS DR #63, BEND, OR 97702; and Bank of the Cascades (referred to below as "Lander"), whose address is 1100 NW WALL ST, PO BOX 369, BEND, OR 97709.

**MODIFICATION OF DEED OF TRUST** 

K-50138

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 16, 1997 (the "Deed of Trust") recorded in "Klamath" County, State of Oregon as follows:

RECORDED 1-21-97 IN BOOK M97, PAGE 1733, KLAMATH COLDITY MORTGAGE RECORDS

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

LOT 28 IN BLOCK 2, TRACT 1998-SPLIT RAIL RANCHOS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE TO THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as #NVA/SOUTH RINGO CT, LAPINE, OR 97739. The Real Property tax identification number is 23-10-358-8000.

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

G. Hul

INCREASE AMOUNT TO \$21,000,00

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 Lander 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 "Nots"). 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 acknows.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO 178 TERMS.

GRANTOR:

FERRIS G HILL

X Red m. Yill

18th

Bernetha G. Letsch, County Clerk

Page 2

Filed for record at request of

FEE

\$15.00

A.D., 19 97 at

Mortgages

## MODIFICATION OF DEED OF TRUST

(Continued)

LENDER: Bank of the Cascades Authorized Office INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL WANCY FLOOD NOTARY PUBLIC - OREGON COMMUSSION NO. 037222 188 COUNTY OF MY COMMISSION EXPIRES SEPT. 27, 1998 On this day before me, the undersigned Notary Public, personally appeared FERRIS G HILL and LEAH M HILL, 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 day of MARCH Residing at 1345 MIN Word Notary Public In and for the State of Olluon My commission expires 09.27.5 LENDER ACKNOWLEDGMENT COUNTY OF DESCHUTES COMMISSION NO. 062679 YOMMISSION EXPIRES MAR 27, 2008 On this 13 day of May, 1997, before me, the undersigned Notary Public, personally appeared Roger Christias and known to me to be the Asst VP + Brown, 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. Residing at \_ Notary Public in and for the State of My commission expires LASER PHO; Reg. U.S. Pat. & T.M. Off., Ver. 3.23(b) 1997 OF ProBervices, Inc., All rights reserved. [OR-G252 HILLLIN RELOVU] STATE OF OREGON: COUNTY OF KLAMATH:

Klamath County Title

1:01 o'clock P.M., and duly recorded in Vol. M97