

75176

## RECORDATION REQUESTED BY:

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

99 FEB 25 AM 127

Vol. 199 Page 6566

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BANK OF THE CASCADES  
61250 S HWY 97  
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BEND, OR 97708

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Bank of the Cascades

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 28, 1999, BETWEEN DWIGHT J PANTON and RENEE A PANTON, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is 2532 CUEVAS CT, LA PINE, OR 97739; 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 29, 1998 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED MAY 1, 1998 IN VOLUME M98 PAGE 14740 KLAMATH COUNTY OFFICIAL RECORDS

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

LOT FIFTEEN (15), BLOCK ONE (1), LITTLE RIVER RANCH, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as NOT YET ASSIGNED, LAPINE, OR 97739. The Real Property tax identification number is 23 09 602 A 1700.

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

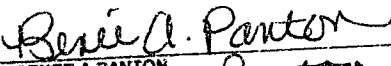
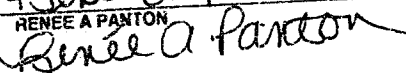
INCREASE AMOUNT TO \$205,600.00

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 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:

X   
DWIGHT J PANTON

X   
RENEE A PANTON  


01-28-1999  
Loan No 20033629

MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER:

BANK OF THE CASCADES

By: [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OR

COUNTY OF Dashutes



On this day before me, the undersigned Notary Public, personally appeared DWIGHT J PANTON and RENEE A PANTON, 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 20th day of Feb, 19 99

By [Signature]

Residing at 52264 Huntington RD LaRue

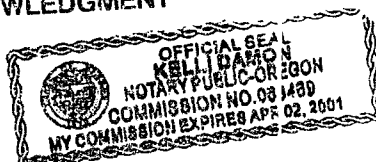
My commission expires 12/23/99

Notary Public in and for the State of OR

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Dashutes



On this 22 day of February, 19 99, before me, the undersigned Notary Public, personally appeared Linda Probasco and known to me to be the 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 Kelli Damon

Residing at Bard

My commission expires 4-2-01

Notary Public in and for the State of Oregon

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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 25TH day  
of FEBRUARY A.D., 99 at 11:27 o'clock A M., and duly recorded in Vol. M99  
of MORTGAGES on Page 6566

Linda Smith, County Clerk

by Ruthen Ross

FEE 15.00