

**RECORDATION REQUESTED BY:**

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

Vol M99 Page 23709

**WHEN RECORDED MAIL TO:**

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

1999 JUN 16 PM 2:35

K53073

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 JUNE 3, 1999, BETWEEN DALE M PEER, SR and DIXIE E PEER, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 2054 CHECKREIN LANE, 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 October 9, 1998 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED OCTOBER 14, 1998 VOLUME M98 OF MORTGAGES ON PAGE 37726 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 THIRTY-FOUR (34) IN BLOCK SIX (6) OF WAGON TRAIL ACREAGE #1, SECOND ADDITION, TRACT 1090, 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 2054 CHECKREIN LANE, LA PINE, OR 97739. The Real Property tax identification number is 23 09 00 1 CO 05500.

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

INCREASE AMOUNT TO \$50,000.00

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 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, 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:

DALE M PEER, SR

x   
DIXIE E PEER

LENDER:

BANK OF THE CASCADES

By:

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Deschutes ) SS



On this day before me, the undersigned Notary Public, personally appeared DALE M PEER, SR; and DIXIE E PEER, 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 7th day of June, 19 99.

By Kelli Damon

Residing at Bend

Notary Public in and for the State of Oregon

My commission expires 4-2-01

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Deschutes ) SS



On this 14 day of June, 19 99, before me, the undersigned Notary Public, personally appeared Linda Probert 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 Bend

Notary Public in and for the State of Oregon

My commission expires 4-2-01

State of Oregon, County of Klamath  
Recorded 6/16/99, at 2:35 p. m.  
In Vol. M99 Page 23709

Linda Smith,

County Clerk

Fee \$ 15 RR