

RECORDATION REQUESTED BY:

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

Vol MOO Page 2307

WHEN RECORDED MAIL TO:

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

200 JAN 21 PM 3:33

MTC 48563

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 JANUARY 11, 2000, BETWEEN CHARLIE VIGUE and JUDY A VIGUE, AS TENANTS BY THE ENTIRETY (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 July 13, 1999 (the "Deed of Trust") recorded in DESCHUTES County, State of Oregon as follows:

RECORDED 8-6-99 IN BOOK 1999, PAGE 31828, ~~DESCHUTES~~ ^{KLAMATH} COUNTY OFFICIAL RECORDS

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

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 8853 SPLIT RAIL RD, LAPINE, OR 97737.

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

INCREASE AMOUNT TO \$160,000.00

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, 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

CHARLIE VIGUE

X

JUDY A VIGUE

LENDER:

Bank of the Cascades

By:

Authorized Officer

31.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF DESCHUTES)



On this day before me, the undersigned Notary Public, personally appeared CHARLIE VIGUE, 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 20th day of JANUARY, 20 00.
By Corinne Brawer Residing at BEND
Notary Public in and for the State of OREGON My commission expires OCT. 24, 2003

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF DESCHUTES)



On this day before me, the undersigned Notary Public, personally appeared JUDY A VIGUE, 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 20th day of JANUARY, 20 00.
By Corinne Brawer Residing at BEND
Notary Public in and for the State of OREGON My commission expires OCT. 24, 2003

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF DESCHUTES)



On this 20th day of JANUARY, 20 00, before me, the undersigned Notary Public, personally appeared DANNY DUGGAN and known to me to be the LOAN OFFICER, 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 Corinne Brawer Residing at BEND
Notary Public in and for the State of OREGON My commission expires OCT. 24, 2003

EXHIBIT "A"

A tract of land situated in the NW1/4 SE1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of the NW1/4 SE1/4; thence North 69 degrees 55' 42" East 34.69 feet to the true point of beginning of the tract to be described; thence continuing North 89 degrees 55' 42" East, 324.30 feet; thence South 671.77 feet; thence West 324.30 feet; thence North 671.36 feet to the point of beginning.

State of Oregon, County of Klamath
Recorded 1/21/00, at 3:33 p m.
In Vol. M00 Page 2307
Linda Smith,
County Clerk Fee\$ 3/00