

RECORDATION REQUESTED BY:

Bank Of Southern Oregon  
Black Oak Branch  
2600 E. Barnett Road  
Medford, OR 97504

Vol M00 Page 10063

WHEN RECORDED MAIL TO:

Bank Of Southern Oregon  
Black Oak Branch  
2600 E. Barnett Road  
Medford, OR 97504

200 MAR 28 AM 11:41

SEND TAX NOTICES TO:

Russell W. Drake, Richard A. Drake and Ronald L. Drake  
4009 Griffin Creek Road  
Medford, OR 97501

MTC 34674-MK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 22, 2000, is made and executed between Russell W. Drake, Richard A. Drake, and Ronald L. Drake, AS TENANTS IN COMMON ("Grantor") and Bank Of Southern Oregon, Black Oak Branch, 2600 E. Barnett Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 16, 1995 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Deed of Trust is dated February 16, 1995 and recorded on February 24, 1995 at 3:51PM and duly recorded in Vol. M95 of Mortgages on Page 4249 at the Klamath County Clerk Office. The Recording Number 95-432. .

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:

LOT 23, BLOCK 1, FIRST ADDITION TO ALTAMONT ACRES, ACCORDING TO THE OFFICAL 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 2550 ALTAMONT , KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3909-003ca-02100.

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

To Extend Maturity Date April 1, 2010. A Change of interest rate as evidenced by a new promissory note dated March 20, 2000.

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 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 actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 22, 2000.

GRANTOR:

x Russell W. Drake  
Russell W. Drake, Individually

x Richard A. Drake  
Richard A. Drake, Individually

x Ronald L. Drake  
Ronald L. Drake, Individually

LENDER:

x Kathryn A. Trautman  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON )  
 ) SS  
COUNTY OF KLAMATH Jackson )



On this day before me, the undersigned Notary Public, personally appeared **Russell W. Drake; Richard A. Drake; and Ronald L. Drake**, 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 22<sup>nd</sup> day of March, 20 00

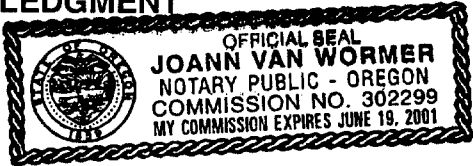
By Kathryn A. Trautman  
Notary Public in and for the State of Oregon

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

36.00

LENDER ACKNOWLEDGMENT

STATE OF OREGON )  
 ) SS  
COUNTY OF ~~KLAMATH~~ Jackson )



On this 22nd day of March, 20 00, before me, the undersigned Notary Public, personally appeared Raylyn H. Trautman and known to me to be the 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 [Signature] Residing at Medford  
Notary Public in and for the State of Oregon My commission expires 6/19/2001

State of Oregon, County of Klamath  
Recorded 3/28/00, at 11:41 a.m.  
In Vol. M00 Page 10063  
**Linda Smith,**  
County Clerk Fee\$ 26<sup>00</sup>