

200 JUN -8 PM 3:16

RECORDATION REQUESTED BY:

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

Vol MOO Page 208111

WHEN RECORDED MAIL TO:

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

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 6, 2000, BETWEEN MELINDA HOOVER and JAMES M HOOVER (referred to below as "Grantor"), whose address is PO BOX 1757, LAPINE, OR 97739; 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 September 23, 1999 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED 9-27-99 IN BOOK M99, PAGE 38264, KLAMATH COUNTY RECORDS

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

THAT PORTION OF THE SW1/4 OF THE NW1/4 OF SECTION 27, LYING EAST OF THE BURLINGTON RAILROAD, IN TOWNSHIP 23 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THE NORTHERLY 40 FEET WHICH IS DISCLOSED IN BOOK M-68 AT PAGE 7608, DEED RECORDS OF 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 R-2310-02700-00400-000.

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

INCREASE AMOUNT TO \$9,065.71 AND EXTEND MATURITY TO 6-10-2003

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 endorers 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 Melinda Hoover
MELINDA HOOVER

x James M Hoover
JAMES M HOOVER

26A

LENDER:

Bank of the Cascades

By: LeAnn R. Piper

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Deschutes) SS



On this day before me, the undersigned Notary Public, personally appeared MELINDA HOOVER and JAMES M HOOVER, 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 6 day of June, 2000.

By Carly Longwell

Residing at Bend

Notary Public in and for the State of Oregon

My commission expires 11-23-01

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Deschutes) SS



On this 6 day of June, 2000, before me, the undersigned Notary Public, personally appeared LeAnn R. Piper and known to me to be the Authorized 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 Carly Longwell

Residing at Bend

Notary Public in and for the State of Oregon

My commission expires 11-23-01

State of Oregon, County of Klamath
Recorded 06/08/00, at 2:16 p.m.
In Vol. M00 Page 20811
Linda Smith,
County Clerk Fee \$ 26⁰⁰