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## **RECORDATION REQUESTED BY:**

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

## WHEN RECORDED MAIL TO:

BANK OF THE CASCADES 61250 S HWY 97 P O BOX 9099 BEND, OR 97708 Vol\_MOQ\_Page\_24405

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MTC 1396-1944

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 15, 2000, BETWEEN ERNEST G MEISSNER (referred to below as "Grantor"), whose address is HIGHWAY 58 2 MILE EAST JUNCTION, CRESCENT LAKE, OR 97425; 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 13, 1995 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED APRIL 17, 1995 IN MORTGAGES MF #M95 PAGE 9560 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:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as **HIGHWAY 58 2 MILE EAST JUNCTION**, **CRESCENT LAKE**, **OR 97425**. The Real Property tax identification number is 24 07 18 A 2202.

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

**EXTEND MATURITY DATE TO APRIL 20, 2002** 

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

**GRANTOR:** 

**ERNEST G MEISSNER** 

## MODIFICATION OF DEED OF TRUST (Continued)

24406 Page 2

LENDER:	
BANK OF THE CASCADES	
By: Authorise Officer	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ORE GON ) SS COUNTY OF DESIGNAL	OFFICIAL SEAL  ELLEN B WITCRAFT  NET TO THE PROPERTY OF THE PR
COUNTY OF DESTANTED	NOTARY PUBLIC- OREGON COMMISSION NO. 318484 NY COMMISSION EXPIRES DEC 27, 2002
On this day before me, the undersigned Notary Public, personally appeared ERNEST G MEISSNER, 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	
By Elle B Witcaft	Residing at Bend OR
Notary Public in and for the State of Direction	My commission expires 12/27/02
LENDER ACKNOWLEDGMENT	
STATE OF <u>OREGON</u> COUNTY OF <u>Deschales</u> (County of <u>Deschales</u> )	OFFICIAL SEAL ELLEN B WITCRAFT NOTARY PUBLIC- OREGON COMMISSION NO. 318484 MY COMMISSION EXPIRES DEC 27, 2002
On this 15th day of June , 20 6V, before me, the undersigned Notary Public, personally appeared 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 Elle B. Witwalt	Residing at Bend. OK
By Ella B. Witcaft  Notary Public in and for the State of OKCGON	My commission expires 12/27/02
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.28 (c) 2000 CFI ProServices, Inc. All rights reserved. [OR-G202 MEISSNER.LN RS.OVL]	

State of Oregon, County of Klamath Recorded 07/03/00, at //:23a.m. In Vol. M00 Page 24/05 Linda Smith, County Clerk Fee\$ 26°°