

2001 FEB 13 PM 3:23

RECORDATION REQUESTED BY:

Bank of the Cascades
Main Branch
1100 NW Wall St./PO Box 369
Bend, OR 97709

Vol M01 Page 5803

WHEN RECORDED MAIL TO:

Bank of the Cascades
Main Branch
1100 NW Wall St./PO Box 369
Bend, OR 97709

mtc 52665

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 7, 2001, is made and executed between CHARLIE VIGUE AND JUDY A VIGUE, AS TENANTS BY THE ENTIRETY ("Grantor") and Bank of the Cascades, Main Branch, 1100 NW Wall St./PO Box 369, Bend, OR 97709 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 13, 1999 (the "Deed of Trust") which has been recorded in KLAMATH COUNTY County, State of Oregon, as follows:

RECORDED 8-6-99 IN BOOK M99, PAGE 31828, KLAMATH COUNTY RECORDS.

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

See LEGAL DESCRIPTION, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8853 SPLIT RAIL RD, LAPINE, OR 97737. The Real Property tax identification number is 2310-02700-008800.

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

INCREASE AMOUNT TO \$195,000.00 AND EXTEND MATURITY TO 2-13-01.

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.

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 FEBRUARY 7, 2001.

GRANTOR:

X 
CHARLIE VIGUE, Individually

X 
JUDY A VIGUE, Individually

LENDER:

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

5804

Loan No: 50076629

Page 2

INDIVIDUAL ACKNOWLEDGMENT

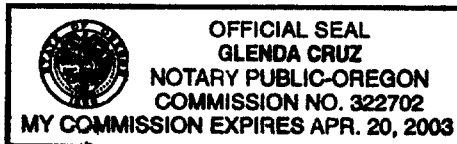
STATE OF Oregon

)

) 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 9th day of February, 20 01.

By Glenda Cruz

Residing at Bend, Oregon

Notary Public in and for the State of Oregon

My commission expires 4-20-2003

INDIVIDUAL ACKNOWLEDGMENT

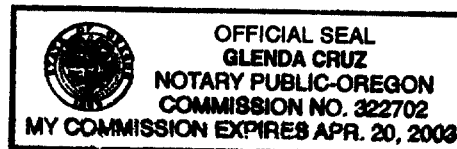
STATE OF Oregon

)

) 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 9th day of February, 20 01.

By Glenda Cruz

Residing at Bend, Oregon

Notary Public in and for the State of Oregon

My commission expires 4-20-2003

LENDER ACKNOWLEDGMENT

STATE OF OREGON

)

) SS

COUNTY OF DESCHUTES

)



On this 8th day of FEBRUARY, 20 01, before me, the undersigned Notary Public, personally appeared JULIE ANN MILLER and known to me to be the VPI 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 Corinne Brawner

Residing at BEND, OR

Notary Public in and for the State of OREGON

My commission expires OCT. 24, 2003

State of Oregon, County of Klamath
Recorded 02/13/01, at 3:23 p. m.
In Vol. M01 Page 5803
Linda Smith,
County Clerk Fee \$ 26⁰⁰