

'02 JAN 30 PM3:16

RECORDATION REQUESTED BY:

Umpqua Bank
Residential Real Estate
PO Box 1140
900 HWY 101 S
Coos Bay, OR 97420

Vol M02 Page 6014

WHEN RECORDED MAIL TO:

Umpqua Bank
Residential Real Estate
PO Box 1140
900 HWY 101 S
Coos Bay, OR 97420

State of Oregon, County of Klamath
Recorded 01/30/2002 3:16 p m.
Vol M02, Pg 6014-15
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

SEND TAX NOTICES TO:

ROBERT D COX
SHEILA C. COX
3731 LAMARADA
KLAMATH FALLS, OR 97603

MTL S2852 -W

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2002, is made and executed between ROBERT D COX and SHEILA C. COX, tenants by the entirety, whose address is 3731 LAMARADA, KLAMATH FALLS, OR 97603 (referred to below as "Grantor") and Umpqua Bank, whose address is PO Box 1140, 900 HWY 101 S, Coos Bay, OR 97420 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 12, 2001 (the "Mortgage") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded January 16, 2001 and re-recorded to add legal description January 17, 2001 in Klamath County, Oregon; Vol MO1 Page 1819 and Vol MO1 Page 2040.

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

Lot 6 in Block 3, TRACT 1172, SHIELD CREST, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH an undivided interest in all those private roads shown on the plat and more particularly described in Declaration recorded in Volume M84 page 4256, Deed Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 9220 GREENBRIER DR., KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3910-005CA-03600-000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Maturity Date is extended to April 16, 2002.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 15, 2002.

GRANTOR:

x Robert D. Cox
ROBERT D COX, Individually

x Sheila C. Cox
SHEILA C. COX, Individually

LENDER:

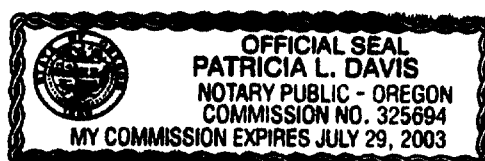
x Patricia L. Davis
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared ROBERT D COX and SHEILA C. COX, to me known to be the individuals described in and who executed the Modification of Mortgage, 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 18th day of January, 2002.
By Patricia L. Davis Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires July 29, 2003



26.00 M

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Coos

) SS

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On this 22nd day of January, 20 02, before me, the undersigned Notary Public, personally appeared Sandra L. Lillebo and known to me to be the 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 Debra A. HatlerResiding at 93704 Newport LaneNotary Public in and for the State of OREGONMy commission expires Coos Bay, OR 97420
12-5-05