

## RECORDATION REQUESTED BY:

Bank of the Cascades  
 Sunriver Branch  
 Sunriver Village/PO Box 4445  
 Sunriver, OR 97707

## WHEN RECORDED MAIL TO:

Bank of the Cascades  
 Sunriver Branch  
 Sunriver Village/PO Box 4445  
 Sunriver, OR 97707

State of Oregon, County of Klamath

Recorded 02/14/2002 at 2:52 PM

In Vol. M02 Page 9154-55

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

02 FEB 14 PM 2:52

K53393

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 7, 2002, is made and executed between THERESA ROSSMAN, an individual, an estate in fee simple, whose address is 153206 COLLAR DRIVE, LA PINE, OR 97739 ("Grantor") and Bank of the Cascades, Sunriver Branch, Sunriver Village/PO Box 4445, Sunriver, OR 97707 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 20, 1999 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 28, 1999 IN MORTGAGES MF #99-3135 KLAMATH COUNTY OFFICIAL RECORDS.

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

LOT TWO (2) BLOCK FOUR (4) PLAT NO. 1204 LITTLE RIVER RANCH, ACCORDING TO THE OFFICIAL 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 NOT YET ASSIGNED, LA PINE, OR 97739. The Real Property tax identification number is 2309-2A-4100


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

EXTEND MATURITY DATE TO FEBRUARY 20, 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 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 FEBRUARY 7, 2002.

GRANTOR:

x   
 THERESA ROSSMAN, Individually

LENDER:

x   
 Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Oregon

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COUNTY OF

Deschutes

) SS

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On this day before me, the undersigned Notary Public, personally appeared **THERESA ROSSMAN**, 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

day of

February

, 20

02

By

Residing at

La Pine

Notary Public in and for the State of

Oregon

My commission expires

March 2 2002

## LENDER ACKNOWLEDGMENT

STATE OF

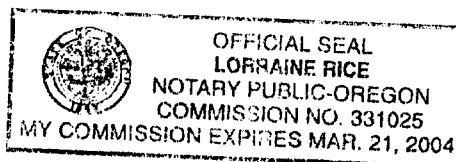
Oregon

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) SS

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COUNTY OF

Deschutes

On this 8th day of February, 2002, before me, the undersigned Notary Public, personally appeared Kathie Enchiser and known to me to be the Vice President, 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

Residing at

Redmond

Notary Public in and for the State of

Oregon

My commission expires

3-21-04