

03 APR 18 PM 2:44

Vol M03 Page 24861

RECORDATION REQUESTED BY:

Bank of the Cascades
South Bend Branch
61250 S Hwy 97/PO Box 9099
Bend, OR 97708

State of Oregon, County of Klamath

Recorded 04/18/2003 2:44 p.m.

Vol M03 Pg 24861-63

Linda Smith, County Clerk

Fee \$ 31 # of Pgs 3

WHEN RECORDED MAIL TO:

Bank of the Cascades
South Bend Branch
61250 S Hwy 97/PO Box 9099
Bend, OR 97708

MTC-1396-4910

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 9, 2003, is made and executed between ERNEST G MEISSNER, whose address is P O BOX 83, CRESCENT LAKE, OR 97425-0083 ("Grantor") and Bank of the Cascades, South Bend Branch, 61250 S Hwy 97/PO Box 9099, Bend, OR 97708 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 18, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded October 24, 2002 in Book #2002 Page #60766 Klamath County Official Records.

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

See EXHIBIT "A", 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 139822 PINE CREEK LOOP, CRESCENT LAKE, OR 97425. The Real Property tax identification number is #018 A 0022 02000

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

Increase Loan Amount to \$7000.00 and Extend Maturity Date to April 25, 2013. .

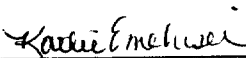
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 APRIL 9, 2003.

GRANTOR:

X 
ERNEST G MEISSNER, Individually

LENDER:

X 
Authorized Officer

31.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

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) SS

COUNTY OF DESCHUTES

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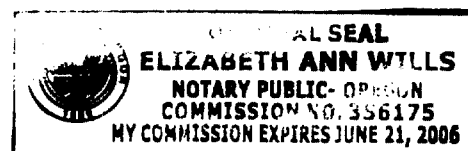
On this day before me, the undersigned Notary Public, personally appeared ERNEST G MEISSNER, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Gives under my hand and official seal this 10 day of APRIL, 20 03.

By

Annabelle T. WitherowResiding at RedmondNotary Public in and for the State of OREGONMy commission expires Sept 5, 2005

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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) SS

COUNTY OF Deschutes

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On this 11 day of April, 20 03, before me, the undersigned Notary Public, personally appeared Kathie Emehiel and known to me to be the Senior 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

Elizabeth Ann Wills

Residing at

BendNotary Public in and for the State of Oregon

My commission expires

6-21-06

EXHIBIT "A"

DESCRIPTION

The following described real property situate in Klamath County, Oregon:

Parcel 1

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 24 South, Range 7 East of the Willamette Meridian, described as follows:

Commencing at the East quarter corner of Section 18, a #5 aluminum-capped steel rod driven into a 2" pipe, the initial point of Crescent Pines Subdivision; thence along a line of Crescent Pines Subdivision. N. 74°55'34" W. 274.73 feet to a #5 steel rod at the Northeast PC of Pine Creek Loop; thence along the Northeast line of Pine Creek Loop, M. 52°43'28" W. 667.13 feet to a #5 steel rod, the point of beginning for this Parcel; thence along a line at right angle to Pine Creek Loop, N. 37°16'32" E. 230.00 feet to a #5 steel rod; thence along a line parallel with Pine Creek Loop, N. 52°43'28" W. 190.00 feet to a #5 steel rod; thence along the Southwest line of said Highway and 40 feet from State Highway 58; thence along the Southwest line of said Highway and 40 feet from the centerline thereof, S. 52°44'43" E 380.00 feet to a #5 steel rod; thence along a line at right angle to Pine Creek Loop, S. 37°16'32" W. 465.44 feet to a #5 steel rod along the Northeast line of Pine Creek Loop; thence along the Northeast line of Pine Creek Loop; thence along the Northeast line of Pine Creek Loop and 30 feet from the centerline thereof, N. 52°43'28" W. 190.00 feet to the point of beginning.

There is included within these bounds, and easement 10 feet in width along the Northeast bound hereof for purposes of drainage.