

04 APR 20 AM 11:57

**RECORDATION REQUESTED BY:**

Pacific Continental Bank  
P.O. Box 10727  
Eugene, OR 97440-2727

Vol M04 Page 23272

**WHEN RECORDED MAIL TO:**

Pacific Continental Bank  
P.O. Box 10727  
Eugene, OR 97440-2727

State of Oregon, County of Klamath  
Recorded 04/20/2004 11:57 a m  
Vol M04 Pg 23272-73  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

**SEND TAX NOTICES TO:**

Keith F. Flack  
Janice M. Flack  
PO Box 434  
Oakridge, OR 97463

COY-69

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated April 12, 2004, is made and executed between Keith F. Flack and Janice M. Flack, husband and wife, whose address is 48458 Hwy 58, Oakridge, OR 97463 ("Grantor") and Pacific Continental Bank, P.O. Box 10727, Eugene, OR 97440-2727 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 22, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 30, 2003, Volume M03, Pages 54098-54106, Official Records of Klamath County, Oregon.

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

That portion lying East of Highway 97 and the E 1/2 W 1/2 of Section 24, Township 31 South, Range 7 East of the Willamette Meridian; and the S 1/2 NE 1/4 of Section 24, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. Saving and Excepting therefrom any portion in Southern Pacific Railroad.

The Real Property or its address is commonly known as NKA Hwy 97, Chiloquin, OR 97624. The Real Property tax Identification number is 79373

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

Extend maturity date from April 15, 2004 to July 15, 2004.

**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 endorers 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 12, 2004.**

**GRANTOR:**

x Keith F. Flack  
Keith F. Flack

x Janice M. Flack  
Janice M. Flack

**LENDER:**

x [Signature]  
Authorized Officer  
SOP

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## INDIVIDUAL ACKNOWLEDGMENT

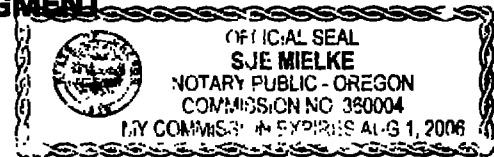
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Keith F. Fleck, 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 14<sup>th</sup> day of April, 2004.By Sue MielkeResiding at Eugene, ORNotary Public in and for the State of OregonMy commission expires 08-01-06

## INDIVIDUAL ACKNOWLEDGMENT

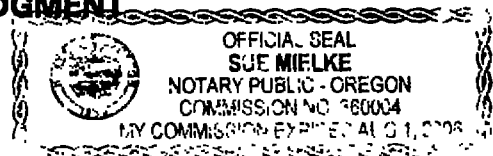
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Janice M. Fleck, 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 14<sup>th</sup> day of April, 2004.By Sue MielkeResiding at Eugene, ORNotary Public in and for the State of OregonMy commission expires 08-01-06

## LENDER ACKNOWLEDGMENT

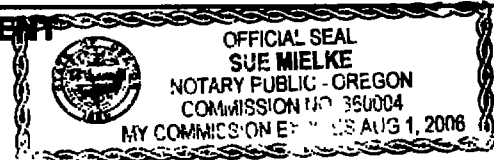
STATE OF Oregon

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COUNTY OF Lane

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On this 15<sup>th</sup> day of April, 2004, before me, the undersigned Notary Public, personally appeared Judy A. Thompson 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 Sue MielkeResiding at Eugene ORNotary Public in and for the State of OregonMy commission expires 08-01-06