

RECORDATION REQUESTED BY:

Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

State of Oregon, County of Klamath
Recorded 06/10/2004 3:23 p m
Vol M04 Pg 37333-39
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

WHEN RECORDED MAIL TO:

Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:

BRADFORD L. FOOTE
MARY E. FOOTE
PO BOX 1142
LA PINE, OR 97739

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 3, 2004, is made and executed between BRADFORD L. FOOTE and MARY E. FOOTE, husband and wife ("Grantor") and Columbia River Bank, Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 17, 2003 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 18, 2003 TO THE KLAMATH COUNTY RECORDS VOLUME M03 PAGE 91831.

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

LOT 27 IN BLOCK 4 WAGON TRAIL ACREAGES NO. 1, FIRST ADDITION, 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 1875 LADIGO COURT, LA PINE, OR 97739. The Real Property tax Identification number is 2309-001A0-07200 128007 051

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

INCREASE PRINCIPAL AMOUNT TO \$227,500.00.

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 JUNE 3, 2004.

GRANTOR:

x Bradford L. Foote
BRADFORD L. FOOTE

x Mary E. Foote
MARY E. FOOTE

LENDER:

COLUMBIA RIVER BANK

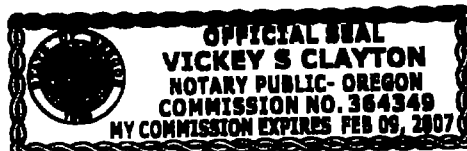
x Kevin Chubb
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Deschutes

)
) ss
)



On this day before me, the undersigned Notary Public, personally appeared BRADFORD L. FOOTE and MARY E. FOOTE, to me known to be the individuals described in and who executed the Modification of Deed of Trust, 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 3rd

day of June, 2004

By Vickie S. Clayton

Residing at Redmond OR

Notary Public in and for the State of Oregon

My commission expires 2-9-07

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

)

) ss

COUNTY OF

Deschutes

)



On this 3rd day of June, 2004, before me, the undersigned Notary Public, personally appeared Rhett Chak 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

Vickie S. Clayton

Residing at

Redmond OR

Notary Public in and for the State of

Oregon

My commission expires

2-9-07