

04 JUL 27 PM 3:20

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

Vol M04 Page 49209

State of Oregon, County of Klamath  
Recorded 07/27/004 3:20 p m  
Vol M04 Pg 49209-10  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

SEND TAX NOTICES TO:

John P. Kiefer II  
Corrine R. Kiefer  
373 Goodpasture Island Road  
Eugene, OR 97401

C04-114

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated May 4, 2004, is made and executed between John P. Kiefer II and Corinne R. Kiefer, husband and wife, whose address 373 Goodpasture Island Road, Eugene, OR 97401 ("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 10, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 15, 2003 as Volume #M03, Page # 49178, in Official Records of Klamath County, State of Oregon.

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

Lot 7, Block 5, CRES-DEL ACRES, SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

The Real Property or its address is commonly known as 141938 Spruce Drive, Crescent Lake, OR 97425. The Real Property tax identification number is 145925

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

Extend the Maturity date from July 10, 2004 to July 10, 2005.

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 MAY 4, 2004.

GRANTOR:

X

John P. Kiefer II

X

Corrine R. Kiefer

Corinne

LENDER:

PACIFIC CONTINENTAL BANK

X

Authorized Officer

265

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 70361

49210

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared John P. Kiefer II, 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.

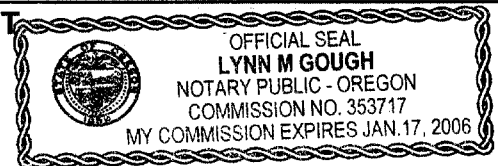
Given under my hand and official seal this 4th day of May, 2004.  
By [Signature] Residing at Eugene OR  
Notary Public in and for the State of Oregon My commission expires 1/17/2006

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Corinne R. Kiefer, 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 4th day of May, 2004.  
By [Signature] Residing at Eugene OR  
Notary Public in and for the State of Oregon My commission expires 1/17/2006

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Lane

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On this 4th day of May, 2004, before me, the undersigned Notary Public, personally appeared Cathy Hogan and known to me to be the [Signature], 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 [Signature] Residing at Eugene OR  
Notary Public in and for the State of Oregon My commission expires 1/17/2006