

04 AUG 23 PM 10:48

MT- 61012 UV

Vol M04 Page 55462

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 08/23/04 10:48 a m
Vol M04 Pg 55462-64
Linda Smith, County Clerk
Fee \$ 2.00 # of Pgs 3

After Recording Return To:

Bank of Eastern Oregon
219 N. Main
Heppner, OR 97836

1. Name(s) of the Transaction(s):

modification of Deed of Trust

2. Direct Party (Grantor):

Paul M. Peterson

3. Indirect Party (Grantee):

—

4. True and Actual Consideration Paid:

—

5. Legal Description:

modifying m03-75636

3/10
am

RECORDATION REQUESTED BY:
BANK OF EASTERN OREGON
279 N MAIN
P O BOX 39
HEPPNER, OR 97836

55463

WHEN RECORDED MAIL TO:
BANK OF EASTERN OREGON
PO BOX 39
279 N MAIN
HEPPNER, OR 97836

SEND TAX NOTICES TO:
PAUL M. PETERSON
34 SMITH RANCH COURT
SAN RAFAEL, CA 94903

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 9, 2004, is made and executed between PAUL M. PETERSON, 34 SMITH RANCH COURT, SAN RAFAEL, CA 94903 ("Grantor") and BANK OF EASTERN OREGON, 279 N MAIN, P O BOX 39, HEPPNER, OR 97836 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 10, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

RECORDED ON 10-10-2003 IN KLAMATH COUNTY, BOOK # 75835-41.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:
LOT 771 OF RUNNING Y RESORT, PHASE 6, SECOND 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 LOT 771 OF RUNNING Y RESORT, KLAMATH FALLS, OR 97601.

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

TO EXTEND MATURITY DATE FROM 7-2-2004 TO 10-2-2004.

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 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 AUGUST 9, 2004.

GRANTOR:

Paul M. Peterson
PAUL M. PETERSON

LENDER:

BANK OF EASTERN OREGON

x *[Signature]*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ca
COUNTY OF Marin

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared PAUL M. PETERSON, 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.

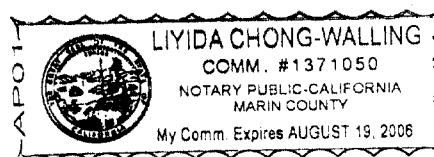
Given under my hand and official seal this

By *Liyida Chong-Walling*
Notary Public in and for the State of CA

day of August, 2004

Residing at 1004 Northgate Dr San Rafael CA 94903

My commission expires



LENDER ACKNOWLEDGMENT

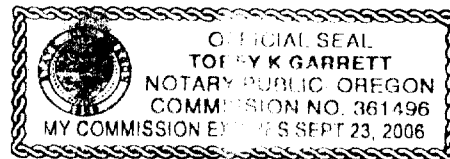
STATE OF Oregon

)

COUNTY OF Morrow

) SS

)



On this 12th day of August, 20 04, before me, the undersigned Notary Public, personally appeared Malissa Lindsay and known to me to be the Mortgage Manager / UO

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 Tofey K. GarrettResiding at 269 N. Main St, Hefner, OR 97828Notary Public in and for the State of OregonMy commission expires Sept 23, 2006