

04 NOV 3 AM 10:58

MTL-1396-68827

RECORDATION REQUESTED BY:

People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

State of Oregon, County of Klamath
Recorded 11/03/04 10:58a m
Vol M04 Pg 75416-17
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

WHEN RECORDED MAIL TO:

People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

SEND TAX NOTICES TO:

Christopher Mark Cox
4525 Wolf Run
Medford, OR 97504

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 26, 2004, is made and executed between Christopher Mark Cox, whose address is 4525 Wolf Run, Medford, OR 97504 ("Grantor") and People's Bank of Commerce, Main Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 21, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 21, 2003 as Document No. Vol M03 Pg. 79941-46 in the office of Klamath County Official Records.

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

Lot 6 in Block 3 in Tract No. 1051, LAKEWOODS, UNIT NO. 2, 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 6 Lakewoods Subdivision, Block 3, Klamath Falls, OR 97601. The Real Property tax identification number is 3805-005B0-04500-000

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

Extend maturity date to October 21, 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 OCTOBER 26, 2004.

GRANTOR:

x Christopher Mark Cox
Christopher Mark Cox

LENDER:

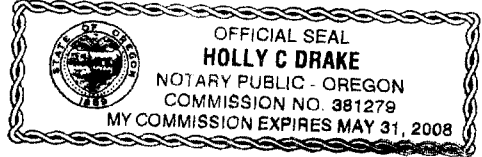
PEOPLE'S BANK OF COMMERCE

x [Signature]
Authorized Officer

AMERITITLE has recorded this Instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Jackson)



On this day before me, the undersigned Notary Public, personally appeared **Christopher Mark Cox**, 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 27th day of October, 2004.

By [Signature] Residing at Medford
Notary Public in and for the State of Oregon My commission expires May 31, 2008

2600 am

LENDER ACKNOWLEDGMENT

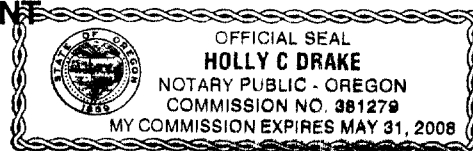
STATE OF Oregon

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) SS

COUNTY OF Jackson

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On this 26th day of October, 20 04, before me, the undersigned Notary Public, personally appeared Julie Rucker and known to me to be the Loan Officer

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 Holly C. DrakeResiding at MedfordNotary Public in and for the State of OregonMy commission expires May 31, 2008