

04NOV08 AM 11:12

MTZ-1396-6401

Vol M04 Page 76702

RECORDATION REQUESTED BY:

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

State of Oregon, County of Klamath  
Recorded 11/08/04 11:12 a m  
Vol M04 Pg 76702-03  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # 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:

WARREN R. FITZGERALD  
DALE E. FITZGERALD  
4865 27TH AVENUE  
SALEM, OR 97737

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 14, 2004, is made and executed between WARREN R. FITZGERALD and DALE E. FITZGERALD, an estate in fee simple as tenants by the entirety ("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 March 18, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MARCH 22, 2004 TO THE STATE OF OREGON, COUNTY OF KLAMATH, VOLUME M04 PAGE 15937-43.

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

Lot 6, Tract 1352, Sun County Estates, 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 146960 GRACIES ROAD, GILCHRIST, OR 97737. The Real Property tax identification number is 2309-25B-1400 886120 .51

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

PRINCIPAL INCREASE TO \$117,000.00.

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 OCTOBER 14, 2004.

GRANTOR:

(9) x Warren R. Fitzgerald  
WARREN R. FITZGERALD

x Dale E. Fitzgerald  
DALE E. FITZGERALD

LENDER:

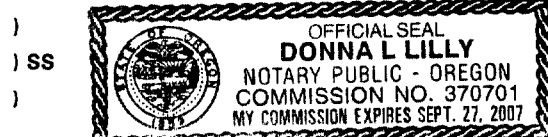
COLUMBIA RIVER BANK

x [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Deschutes



On this day before me, the undersigned Notary Public, personally appeared WARREN R. FITZGERALD and DALE E. FITZGERALD, 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 20<sup>th</sup> day of October, 20 04.

By Donna L. Lilly

Residing at Redmond, OR

Notary Public in and for the State of Oregon

My commission expires Sept 27, 2007

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.

2600 Ann

## LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Deschutes)  
) SS  
)

On this 20th day of October, 20 04, before me, the undersigned Notary Public, personally appeared A.J. Losoya and known to me to be the

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 Donna L LillyResiding at RedmondNotary Public in and for the State of OregonMy commission expires Sept 27, 2007