

M05-69392

Klamath County, Oregon

11/18/2005 11:55:43 AM

Pages 2 Fee: \$26.00

RECORDATION REQUESTED BY:

Bank of the Cascades
Main Branch
1100 NW Wall St./PO Box 369
Bend , OR 97709

WHEN RECORDED MAIL TO:

Bank of the Cascades
Main Branch
1100 NW Wall St./PO Box 369
Bend , OR 97709

1st 656700

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 10, 2005, is made and executed between between JAMES C COLEMAN and ELIZABETH A COLEMAN, whose address is 1188 NE 27TH STREET LOT #130, BEND, OR 97701 ("Grantor") and Bank of the Cascades, whose address is Main Branch, 1100 NW Wall St./PO Box 369, Bend , OR 97709 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 25, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 2, 2005 IN BOOK M05 PAGE 63463 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 TWO (2) BLOCK EIGHT (8) WAGON TRAIL ACREAGES, NUMBER ONE (1), SECOND ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 152354 SILVER SPUR ROAD, LA PINE, OR 97739. The Real Property tax identification number is 2309-1C-3600.

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

INCREASE AMOUNT TO \$110,000.00.

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 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 NOVEMBER 10, 2005.

GRANTOR:

x *James C Coleman*
JAMES C COLEMAN

x *Elizabeth A Coleman*
ELIZABETH A COLEMAN

LENDER:

BANK OF THE CASCADES

x *[Signature]*
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 50120583

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

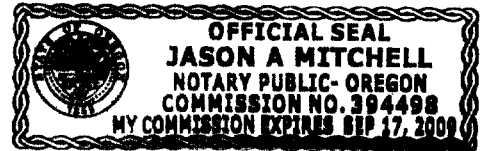


On this day before me, the undersigned Notary Public, personally appeared JAMES C COLEMAN, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of Nov, 2005.
By [Signature] Residing at Bend, OR
Notary Public in and for the State of Oregon My commission expires Sept. 17, 2009

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

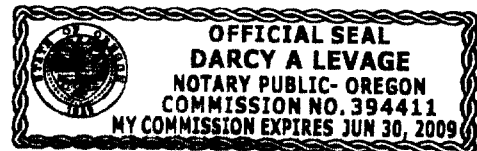


On this day before me, the undersigned Notary Public, personally appeared ELIZABETH A COLEMAN, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of Nov, 2005.
By [Signature] Residing at Bend, OR
Notary Public in and for the State of Oregon My commission expires Sept. 17, 2009

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)



On this 14th day of November, 2005, before me, the undersigned Notary Public, personally appeared Jason Mitchell and known to me to be the Vice President, 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 Bend, OR
Notary Public in and for the State of Oregon My commission expires 10/30/09