

MTC-1396-7471

**M06-04927**

**RECORDATION REQUESTED BY:**

BANK OF EASTERN OREGON  
MORTGAGE DIVISION  
269 N. MAIN STREET  
P O BOX 39  
HEPPNER, OR 97836

Klamath County, Oregon

03/20/2006 03:11:36 PM

Pages 2 Fee: \$26.00

**WHEN RECORDED MAIL TO:**

BANK OF EASTERN OREGON  
PO BOX 39  
279 N MAIN  
HEPPNER, OR 97836

**SEND TAX NOTICES TO:**

DAVID EUGENE WALLACE JR.  
36784 SPANISH BROOM DRIVE  
PALMDALE, CA 93550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated February 27, 2006, is made and executed between between DAVID EUGENE WALLACE JR., whose address is 36784 SPANISH BROOM DRIVE , PALMDALE, CA 93550 ("Grantor") and BANK OF EASTERN OREGON, whose address is MORTGAGE DIVISION, 269 N. MAIN STREET, P O BOX 39, HEPPNER, OR 97836 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 26, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

RECORDED 6/7/2005 IN KLAMATH COUNTY BOOK # VOL M05 PG 42113-18.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:  
LOTS 5 AND 6, BLOCK 4, LATAKOMIE SHORES SUBDIVISION, 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 NHN SHOSHONI DRIVE, CHILOQUIN, OR 97624.

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

TO EXTEND MATURITY DATE FROM 3-1-2006 TO 6-1-2006.

**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 FEBRUARY 27, 2006.**

GRANTOR:

*David Eugene Wallace Jr.*  
DAVID EUGENE WALLACE JR.

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.

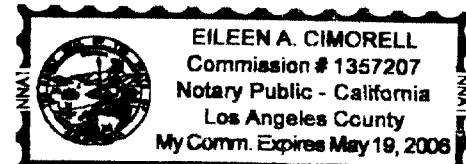
LENDER:

BANK OF EASTERN OREGON

X *[Signature]*  
Authorized Officer

## **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF California )  
COUNTY OF Los Angeles )  
 )  
 )  
 )  
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 )  
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On this day before me, the undersigned Notary Public, personally appeared DAVID EUGENE WALLACE JR., 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 3rd day of March, 2006.  
Residing at 4215 Mammoth Ave S. O.C.A.  
By Eileen A. Cimorelli  
Notary Public in and for the State of California  
My commission expires May 19, 2006

20.0

MODIFICATION OF DEED OF TRUST  
(Continued)

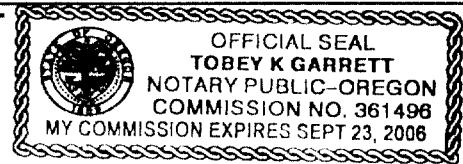
Loan No: 80706948

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LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Morrow

)  
) SS  
)



On this 8th day of March, 20 06, before me, the undersigned Notary Public, personally appeared Melissa Lindsay, and known to me to be the Mortgage Manager IVA, 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 Tobey K. Garrett  
Notary Public in and for the State of Oregon

Residing at Heppner, OR 97836  
My commission expires Sept 23, 2006

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