

M06-08461

Klamath County, Oregon

05/01/2006 11:34:53 AM

Pages 2 Fee: \$26.00

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

WILFREDO RIVERA
DONNA ANN PETERS-RIVERA
725 NE ROSS ROAD UNIT 58
BEND, OR 97701

1st COV-238

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 10, 2006, is made and executed between between WILFREDO RIVERA, whose address is 725 NE ROSS ROAD UNIT 58, BEND, OR 97701 and DONNA ANN PETERS-RIVERA, whose address is 725 NE ROSS ROAD UNIT 58, BEND, OR 97701 ("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 October 18, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED IN KLAMATH COUNTY ON 10-20-2005 BOOK # M05-67072.

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

LOT 7 IN BLOCK 10 FIRST ADDITION TO JACK PINE VILLAGE, 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 146628 BILLS ROAD, GILCHRIST, OR 97737.


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

TO EXTEND MATURITY DATE FROM 4-20-2006 TO 07-20-2006.

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 endorser 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 APRIL 10, 2006.

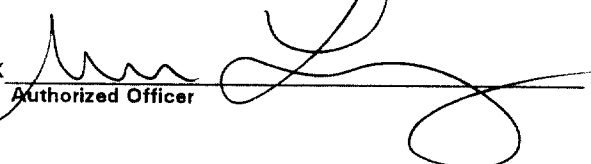
GRANTOR:

x 
WILFREDO RIVERA

x 
DONNA ANN PETERS-RIVERA

LENDER:

BANK OF EASTERN OREGON

x 
Authorized Officer

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NOTARIZE
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INDIVIDUAL ACKNOWLEDGMENT

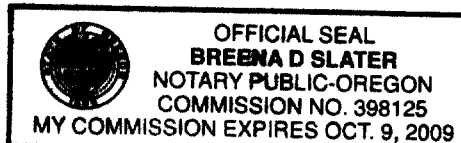
STATE OF Oregon

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COUNTY OF Deschutes

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On this day before me, the undersigned Notary Public, personally appeared WILFREDO RIVERA and DONNA ANN PETERS-RIVERA, 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 Fifteenth day of April, 2006.By Breana D. SlaterResiding at 6455 S Hwy 97 Bend, OR 97702Notary Public in and for the State of OregonMy commission expires Oct. 09, 2009

LENDER ACKNOWLEDGMENT

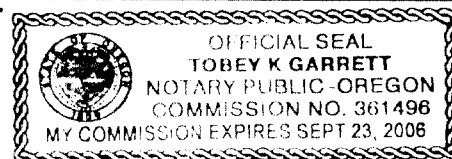
STATE OF Oregon

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COUNTY OF Morrow

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On this 20th day of April, 2006, before me, the undersigned Notary Public, personally appeared Melissa Lindsay and known to me to be the Mortgage Manager / VP

, 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. GarrettResiding at Hepburn, OR 97836Notary Public in and for the State of OregonMy commission expires Sept 23, 2006