

2006-017369  
Klamath County, Oregon

RECORDATION REQUESTED BY:

Bank of the Cascades  
Medford Branch  
1220 Corona, Suite 201  
Medford, OR 97504



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08/29/2006 02:37:53 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

Bank of the Cascades  
Medford Branch  
1220 Corona, Suite 201  
Medford, OR 97504

ASPEN: 61704

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 21, 2006, is made and executed between between JAMES E HAYS, whose address is 3940 FRANCINE COURT, WHITE CITY, OR 97503 ("Grantor") and Bank of the Cascades, whose address is Medford Branch, 1220 Corona, Suite 201, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 8, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded June 13, 2005 in volume ~~641903~~ \* page ~~000008~~ \* Klamath County Official Records. M05 \* 043903 \*

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

LOT 22, BLOCK 3, TRACT NO. 1051, LAKEWOODS UNIT #2 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 41414 CLOVER CREEK ROAD, KLAMATH FALLS, OR 97601. The Real Property tax identification number is #3805005A0 7000.

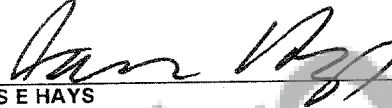
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Increase amount to \$285,825.00 and extend maturity date to February 20, 2007.

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 and 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 AUGUST 21, 2006.

GRANTOR:

X   
JAMES E HAYS

LENDER:

BANK OF THE CASCADES

X   
Authorized Officer

#26-A

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 300004536

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **JAMES E HAYS**, 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 24<sup>th</sup> day of August, 20 06.

By Kristi Stockebrand  
Notary Public in and for the State of Oregon

Residing at Medford, OR  
My commission expires 7-15-09

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

)  
) SS  
)



On this 24<sup>th</sup> day of August, 20 06, before me, the undersigned Notary Public, personally appeared James J Cox and known to me to be the VP Commercial Loan Officer, 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 Kristi Stockebrand  
Notary Public in and for the State of Oregon

Residing at Medford, OR  
My commission expires 7-15-09