

2006-020809

Klamath County, Oregon

RECORDATION REQUESTED BY:

Bank of the Cascades  
South Bend Branch  
61250 S Hwy 97/PO Box 9099  
Bend, OR 97708



00006438200600208090020020

10/17/2006 11:33:53 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:

Bank of the Cascades  
South Bend Branch  
61250 S Hwy 97/PO Box 9099  
Bend, OR 97708

MTCT0257TM

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 10, 2006, is made and executed between STEVEN J WINEGAR and DORIS C WINEGAR, AS TENANTS BY THE ENTIRETY, whose address is 21867 SW MANDAN DRIVE, TUALATIN, OR 97062 ("Grantor") and Bank of the Cascades, whose address is South Bend Branch, 61250 S Hwy 97/PO Box 9099, Bend, OR 97708 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 24, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded June 27, 2005 in volume 000005, page 048278 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 44, BLOCK 3 OF TRACT 1119, LEISURE WOODS UNIT 2, 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 18863 CLEAR SPRINGS WAY, CRESCENT LAKE, OR 97425. The Real Property tax identification number is #2407007A0046000.

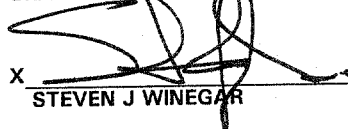
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

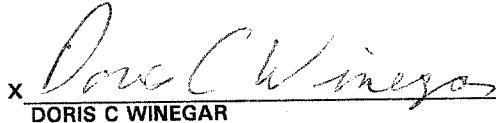
Extend maturity date to December 24, 2006.

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 OCTOBER 10, 2006.

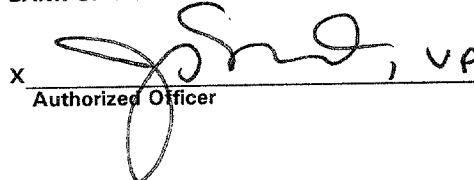
GRANTOR:

X   
STEVEN J WINEGAR

X   
DORIS C WINEGAR

LENDER:

BANK OF THE CASCADES

X   
Authorized Officer

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 20051267

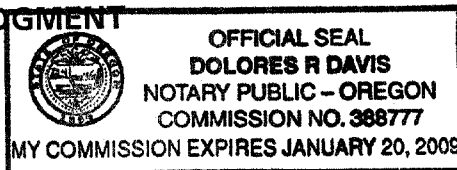
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Washington



On this day before me, the undersigned Notary Public, personally appeared STEVEN J WINEGAR, 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 11<sup>th</sup> day of October, 20 06.

By Dolores R. Davis

Residing at Portland, Oregon

Notary Public in and for the State of Oregon

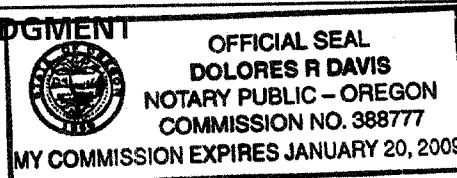
My commission expires 1/20/2009

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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) SS  
)

COUNTY OF Washington



On this day before me, the undersigned Notary Public, personally appeared DORIS C WINEGAR, 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 11<sup>th</sup> day of October, 20 06.

By Dolores R. Davis

Residing at Portland, Oregon

Notary Public in and for the State of Oregon

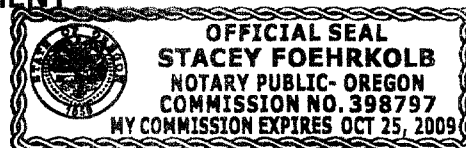
My commission expires 1/20/2009

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Deschutes



On this 12<sup>th</sup> day of October, 20 06, before me, the undersigned Notary Public, personally appeared Tansi Brown 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 Stacey Foehr Kolb  
Notary Public in and for the State of Oregon

Residing at Bend, OR

My commission expires Oct 25, 2009