### RECORDATION REQUESTED BY:

People's Bank of Commerce Main Branch 750 Biddle Rd Medford, OR 97504

### WHEN RECORDED MAIL TO:

People's Bank of Commerce Main Branch 750 Biddle Rd Medford, OR 97504

## **SEND TAX NOTICES TO:**

Christopher Mark Cox Tiffani Cox 4525 Wolf Run Medford, OR 97504

2006-021633 Klamath County, Oregon



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

10/27/2006 11:21:36 AM

Fee: \$26.00

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 24, 2006, is made and executed between between Christopher Mark Cox and Tiffani Cox, whose address is 4525 Wolf Run, Medford, OR 97504 ("Grantor") and People's Bank of Commerce, whose address is Main Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 5, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 7, 2005 as Document No. M0566025 in the Deed Records of Klamath County, Oregon.

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

Lot 6 in Block 3 in Tract No. 1051, LAKEWOODS, UNIT NO. 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 42122 Lakewoods Drive, Klamath Falls, OR 97601.

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

The maturity date is hereby extended from 10/05/06 to 12/05/06.

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 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 24, 2006. **GRANTOR:** Christopher Mark Tiffani Cox LENDER: PEOPLE'S BANK OF COMMERCE mittle INDIVIDUAL ACKNOWLEDGMENT

OFFICIAL SEAL HOLLY C DRAKE ) SS NOTARY PUBLIC - OREGON COMMISSION NO. 381279 **COUNTY OF** MY COMMISSION EXPIRES MAY 31, 2008 On this day before me, the undersigned Notary Public, personally appeared Christopher Mark Cox and Tiffani Cox, 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 11+16 day of 1 Residing at Notary Public in and for the State of My commission expires



# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 11101

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LENDER ACKNO	DWLEDGMENT
STATE OF ORGANISM ) ) SS COUNTY OF ORGANISM )	OFFICIAL SEAL HOLLY C DRAKE NOTARY PUBLIC - OREGON COMMISSION NO. 381279 MY COMMISSION EXPIRES MAY 31, 2008 ()
On this and know authorized agent for acknowledged said instrument to be the free and voluntary act and deed of directors or otherwise, for the uses and purposes therein mentioned, and on outhat the seal affixed is the corporate seal of said Lender.  By  Notary Public in and for the State of	, 20 , before me, the undersigned Notary Public, personally into me to be the for the Lender that executed the within and foregoing instrument and of the said Lender, duly authorized by the Lender through its board of ath stated that he or she is authorized to execute this said instrument and instrument a
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