

MTC 78344

2008-003608

Klamath County, Oregon

RECORDATION REQUESTED BY:

West Coast Bank  
Oregon Government Guaranteed Lending Dept  
c/o West Coast Credit Center  
25977 SW Canyon Creek Road Ste J  
Wilsonville, OR 97070



00042179200800036080020023

03/21/2008 03:17:24 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

WEST COAST BANK  
WEST COAST CREDIT CENTER  
P.O. BOX 8000  
WILSONVILLE, OR 97070

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated March 14, 2008, is made and executed between Cherie Lee Appleby ("Grantor") and West Coast Bank, whose address is Oregon Government Guaranteed Lending Dept, c/o West Coast Credit Center, 25977 SW Canyon Creek Road Ste J, Wilsonville, OR 97070 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 14, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on March 21, 2007 as instrument # 2007-004930, Klamath County, Oregon.

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

The E 1/2 NW 1/4 and SW 1/4 NW 1/4 of Section 22, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, LESS AND EXCEPTING that portion lying within the right of way of the Great Northern Railroad.

The Real Property or its address is commonly known as 148800 Beal Road, LaPine, OR 97739. The Real Property tax identification number is 2310-00000-01700-000.

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

Increase the Note and lien amount on the Deed of Trust to \$2,241,197.00. Extend the maturity date to September 14, 2008.

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.

ELECTRONIC TRANSACTIONS. A facsimile, Portable Document Format ("PDF") or similar electronic version of Borrower(s), Guarantor(s) or Grantor(s) signature, in any capacity, shall have the same effect as an original signature on any agreement with or other document provided to Lender.

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 MARCH 14, 2008.

GRANTOR:

X   
Cherie Lee Appleby

LENDER:

WEST COAST BANK

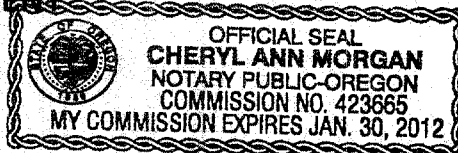
X   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Deschutes

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Cherie Lee Appleby, 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 15<sup>th</sup> day of March, 2008.

By Cherie Lee Appleby

Residing at LaPine, Oregon

Notary Public in and for the State of Oregon

My commission expires 1-30-2012

26 ANT



MODIFICATION OF DEED OF TRUST  
(Continued)

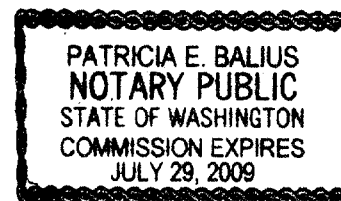
Loan No: 57000621

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LENDER ACKNOWLEDGMENT

STATE OF Washington  
Oregon  
COUNTY OF Clark  
Deschutes

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) SS  
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On this 19th day of March, 20 08, before me, the undersigned Notary Public, personally appeared Lakana Woodruff-Lentz and known to me to be the Vice President, authorized agent for **West Coast Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **West Coast Bank**, duly authorized by **West Coast Bank** 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 in fact executed this said instrument on behalf of **West Coast Bank**.

By Patricia E Balius  
Notary Public in and for the State of WA

Residing at Portland OR  
My commission expires 7/29/2009