

WTC 1394-9952

2010-003008  
Klamath County, Oregon

WHEN RECORDED MAIL TO:

Columbia State Bank  
Consumer Lending Team  
410 E. Third Street, Suite 200  
The Dalles, OR 97058



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03/05/2010 03:22:27 PM

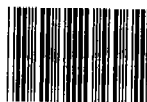
Fee: \$42.00

SEND TAX NOTICES TO:

BROCK L. BROOKS  
JAMME BROOKS  
4986 NW HWY 26  
MADRAS, OR 97741

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



\*0735\*

THIS MODIFICATION OF DEED OF TRUST dated February 25, 2010, is made and executed between BROCK L. BROOKS and JAMME BROOKS, whose address is 4986 NW HWY 26, MADRAS, OR 97741 ("Grantor") and Columbia State Bank, whose address is Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 16, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded February 21, 2007 in Klamath County Official Records #2007-003005.

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

LOT 22, DIAMOND MEADOW, TRACT NO. 1384, ACCORDING TO THE OFFICAL 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 NYA CRESCENT MOON DR., CRESCENT LAKE, OR 97425. The Real Property tax identification number is 2407-007D0-12500-000.

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

Extend the maturity date to February 25, 2011.

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 FEBRUARY 25, 2010.

GRANTOR:

X BROCK L. BROOKS

X JAMME BROOKS

LENDER:

COLUMBIA STATE BANK

X Authorized Officer

AMERITITLE has recorded this  
Instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jefferson

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared BROCK L. BROOKS and JAMME BROOKS, 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 25 day of February, 20 10.

By Bonnie J. Hughes

Residing at Madrax

Notary Public in and for the State of Oregon

My commission expires July 27, 2011

42 Amt

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **Columbia State Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Columbia State Bank**, duly authorized by **Columbia State 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 **Columbia State Bank**.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_