

mtc 96138  
RECORDATION REQUESTED BY:  
Bank of the Cascades  
CML Central Oregon  
1125 NW Bond St  
Bend, OR 97701

2013-003780  
Klamath County, Oregon  
04/09/2013 03:24:38 PM  
Fee: \$42.00

WHEN RECORDED MAIL TO:  
Bank of the Cascades  
CML Central Oregon  
1125 NW Bond St  
Bend, OR 97701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 1, 2013, is made and executed between DAVID W MCCLAIN, whose address is 9023 SW 176TH AVE, BEAVERTON, OR 97007 ("Grantor") and Bank of the Cascades, whose address is CML Central Oregon, 1125 NW Bond St, Bend, OR 97701 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 19, 2012 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 7, 2013 IN BOOK NUMBER 2013, PAGE NUMBER 000248 IN THE KLAMATH COUNTY OFFICIAL RECORDS.

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

AS SHOWN ON ORIGINAL DEED OF TRUST

The Real Property or its address is commonly known as 173 DAHLIA STREET, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R-3809-020DC-03400-000.


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

EXTEND MATURITY DATE TO DECEMBER 30, 2015.


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 APRIL 1, 2013.

GRANTOR:

x   
DAVID W MCCLAIN

LENDER:

BANK OF THE CASCADES  
x   
Authorized Officer

42 AMT

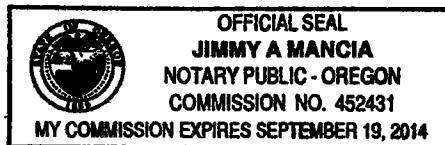
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 50138529

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Washington )



On this day before me, the undersigned Notary Public, personally appeared **DAVID W MCCLAIN**, 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.

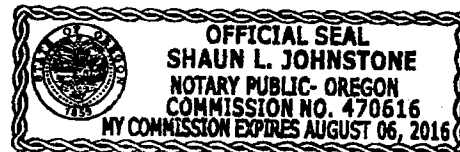
Given under my hand and official seal this 5th day of April, 2013.

By Jimmy A Mancina Residing at Banverton, OR

Notary Public in and for the State of Oregon My commission expires September 19, 2014

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Deschutes )



On this 8th day of April, 2013, before me, the undersigned Notary Public, personally appeared Shella Beck and known to me to be the VP, authorized agent for **Bank of the Cascades** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Bank of the Cascades**, duly authorized by **Bank of the Cascades** 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 **Bank of the Cascades**.

By [Signature] Residing at Banver, OR

Notary Public in and for the State of Oregon My commission expires 8-6-16