

14352

Vol. m90 Page 8318

RECORDATION REQUESTED BY:

Pacific Continental Bank
1450 High Street
P.O. Box 3155
Eugene, OR 97403

WHEN RECORDED MAIL TO:

Pacific Continental Bank
1450 High Street
P.O. Box 3155
Eugene, OR 97403

SEND TAX NOTICES TO:

CALVIN L. JORDAN and SHARON JORDAN
P.O. BOX 723
GILCHRIST, OR 97737

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASPER 90151

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 23, 1990, BETWEEN CALVIN L. JORDAN and SHARON JORDAN, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is P.O. BOX 723, GILCHRIST, OR 97737; and Pacific Continental Bank (referred to below as "Lender"), whose address is 1450 High Street, P.O. Box 3155, Eugene, OR 97403.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 10, 1987 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED ON APRIL 24, 1987 IN VOL. M87 OF MORTGAGES ON PAGE 6938, IN THE COUNTY OF KLAMATH.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in KLAMATH County, State of Oregon:

LOTS 2 THROUGH 6, BOTH INCLUSIVE, IN BLOCK 14, ORIGINAL TOWN OF CRESCENT, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

The Real Property or its address is commonly known as DEAD END 4TH STREET, CRESCENTT, OR. The Real Property tax identification number is 153032.

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

THE PRINCIPAL AMOUNT SECURED BY THIS SECURITY AGREEMENT IS INCREASED FROM \$19,934.63 TO \$21,184.05. THE PAYMENT SCHEDULE HAS BEEN EXTENDED AND THE NEW MATURITY DATE IS APRIL 28, 1995.

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Calvin L. Jordan
CALVIN L. JORDAN

Sharon Jordan
SHARON JORDAN

LENDER:

Pacific Continental Bank

By: *Judy A. Spence*
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared CALVIN L. JORDAN, 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 25 day of April, 19 90

By Sarahy D. Sue Residing at Current, Or.

Notary Public In and for the State of Oregon My commission expires 10-24-92

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared SHARON JORDAN, 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 25 day of April, 19 90

By Sarahy D. Sue Residing at Current, Or.

Notary Public In and for the State of Oregon My commission expires 10-24-92

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____
Notary Public In and for the State of _____ My commission expires _____

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 2nd day
of May A.D., 19 90 at 3:56 o'clock P M., and duly recorded in Vol. M90
of Mortgages on Page 8318

Evelyn Biehn - County Clerk

By Deanne Muckindare

FEE \$13.00