

67097

08-30-93 P02:31 RCVD

RECORDATION REQUESTED BY:

Vol. 93 Page 21858

WESTERN BANK
475 EAST PINE STREET
P.O. BOX 3490
CENTRAL POINT, OR 97502

WHEN RECORDED MAIL TO:

WESTERN BANK
475 EAST PINE STREET
P.O. BOX 3490
CENTRAL POINT, OR 97502

SEND TAX NOTICES TO:

DAVID W BYERS and HELEN A BYERS
3247 BURSSELL ROAD
CENTRAL POINT, OR 97502
K-44909

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 27, 1993, BETWEEN DAVID W BYERS and HELEN A BYERS, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is 3247 BURSSELL ROAD, CENTRAL POINT, OR 97502; and WESTERN BANK (referred to below as "Lender"), whose address is 475 EAST PINE STREET, P.O. BOX 3490, CENTRAL POINT, OR 97502.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated March 4, 1985 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED MARCH 19, 1985 UNDER DOCUMENT DOCUMENT #46978

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

TRACT "A" The Southerly 9.68 fee of Lot 15, Lot 16, and Lot 17 and the North 1.51 feet of Lot 18, all in Block 18, SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat there of on file in the office of the County Clerk of Klamath Count, Oregon. TRACT "B" Township Lot #37, Range Block 2W; Subdivision 11-c Tax Lot No. 7500 to wit, Lot 9, Block 3 of Homestead Acres Subdivision, Jackson County, Oregon.

The Real Property or its address is commonly known as 932 SPRING STREET, KLAMATH FALLS, OR 97502.

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

MATURITY DATE EXTENDED TO OCTOBER 27, 1993.

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 endorers 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:

x David W. Byers
DAVID W BYERS

x Helen A. Byers
HELEN A BYERS

LENDER:

WESTERN BANK

By: L. Clayton - Dir. Sa. Off.
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

On this day before me, the undersigned Notary Public, personally appeared DAVID W BYERS and HELEN A BYERS, 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 27th day of August, 19 93.

By: David W. Byers

Residing at 271 Vincent Ct Central Point

Notary Public in and for the State of Oregon

My commission expires 9-28-93

RECEIVED VERNON, OREGON

FORM 144-000005

8-1-93-1-102

MODIFICATION OF DEED OF TRUST

1993

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson) ss

On this 27th day of August, 19 93, before me, the undersigned Notary Public, personally appeared Leanna Clayton and known to me to be the Branch Service Officer, authorized agent for the 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 [Signature]

Residing at 2711 Vine St

Notary Public in and for the State of Oregon

My commission expires 9-28-93

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 30th day of Aug. A.D., 19 93 at 2:31 o'clock P.M., and duly recorded in Vol. M93 of Mortgages on Page 21858.

FEE \$15.00

Evelyn Biehn, County Clerk

By [Signature]

MODIFICATION OF DEED OF TRUST

COMMISSION EXPIRES
NOTARY PUBLIC

NOTARY PUBLIC
NOTARY PUBLIC
NOTARY PUBLIC

WHICH RECORDED MAY 10:

NOTARY PUBLIC
NOTARY PUBLIC
NOTARY PUBLIC

NOTARY PUBLIC RECORDED MAY

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