

75904

02-10-94 10:52 RCVD

Vol 94 Page 4607

RECORDATION REQUESTED BY:

South Valley State Bank
801 Main Street
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

South Valley State Bank
801 Main Street
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Alice G. Kilham
1012 Main Street
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 7, 1984, BETWEEN Alice G. Kilham (referred to below as "Grantor"), whose address is 1012 Main Street, Klamath Falls, OR 97601; and South Valley State Bank (referred to below as "Lender"), whose address is 801 Main Street, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 7, 1987 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recording Date April 27, 1987 in the Office of the County Clerk of Klamath County and recorded in book No. M87 on page 7102, reception No. 73913

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

LOT 9 AND THE WESTERLY 45 FEET OF LOT 10 BLOCK 49 NICHOLS ADDITION OF THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM, THE SOUTH 7 FEET FOR ALLEY CONVEYED TO THE CITY OF KLAMATH FALLS, IN DEED BOOK 63, PAGE 67, RECORDS OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 1012 & 1026 Main Street, Klamath Falls, OR 97601.

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

Principal Increase from \$158,000.00 to \$168,000.00

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:


Alice G. Kilham

LENDER:

South Valley State Bank

By: 
Authorized Officer

STATE OF

INDIVIDUAL ACKNOWLEDGMENT

FORM NO 301322
01-01-1984

(continued)
MODIFICATION OF DEED OF TRUST

4608

5806 5

01-07-1994
Loan No 301955

MODIFICATION OF DEED OF TRUST
(Continued)

4608 Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss

COUNTY OF Klamath)



OFFICIAL SEAL
JIM MIELOSZYK
NOTARY PUBLIC-OREGON
COMMISSION NO. 000653
MY COMMISSION EXPIRES AUG. 1, 1994

On this day before me, the undersigned Notary Public, personally appeared Alice G. Kilham, 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 11th day of January, 1994.

By Jim Mieloszzyk Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 8-1-94

LENDER ACKNOWLEDGMENT



OFFICIAL SEAL
JIM MIELOSZYK
NOTARY PUBLIC-OREGON
COMMISSION NO. 000653
MY COMMISSION EXPIRES AUG. 1, 1994

On this 11th day of January, 1994, before me, the undersigned Notary Public, personally appeared John Dady and known to me to be the Vice President 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 Jim Mieloszzyk Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 8-1-94

LASER PRO, Rep. U.S. Pat. & T.M. Off. Ver. 3.16d (c) 1994 CFI ProServices, Inc. (All rights reserved. JCR-Q202 KILHAM LN CL OVLI) ON 01001

DEED BOOK 93 PAGE 64 RECORDS OF KLAMATH COUNTY, OREGON

COMMITTEE EXCEPTING THEREFROM THE 20TH & 21ST FLOORS VITEL COMMALED TO THE CITY OF Klamath Falls IN
GOL 8 AND THE WESTERN 12 FEET OF GOL 10 BLOCK 18 MICHOZ ADDITION OF THE CITY OF Klamath Falls Klamath

STATE OF OREGON. THE DEED OF TRUST, COVERS THE PROPERTY DESCRIBED AND BOUND BY (THE 12TH BLOCK) LOCATED IN Klamath
BEST PROPERTY DESCRIPTION THE DEED OF TRUST, COVERS THE PROPERTY DESCRIBED AND BOUND BY (THE 12TH BLOCK) LOCATED IN Klamath

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 10th day
of Feb A.D., 19 94 at 10:52 o'clock A.M. and duly recorded in Vol. M94
of Mortgages on Page 4607

FEE \$15.00

Evelyn Biehn County Clerk
By Pauline Mieloszzyk

KLAMATH FALLS, OR 97601
1015 MAIN STREET
VALLEY STATE BANK
SEND FAX NOTICES TO:
KLAMATH FALLS, OR 97601
1015 MAIN STREET
VALLEY STATE BANK
WHEN RECORDED MAIL TO:
KLAMATH FALLS, OR 97601
1015 MAIN STREET
VALLEY STATE BANK
A RECONCILIATION REQUESTED BY:

4608

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