

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:

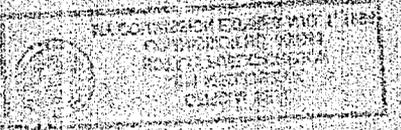
Principal Increase from \$158,000.00 to \$168,000.00

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:
X Alice G. Kilham
Alice G. Kilham

LENDER:
South Valley State Bank
By: [Signature]
Authorized Officer



FORM NO 301022
01-01-1984

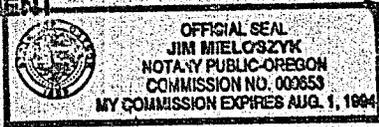
(continued)
MODIFICATION OF DEED OF TRUST

1988 5986 5

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



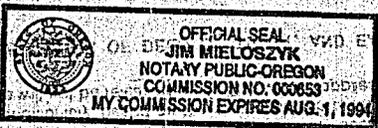
On this day before me, the undersigned Notary Public, personally appeared Alice G. Kilham, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses 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

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 11th day of January, 1994, before me, the undersigned Notary Public, personally appeared John Darty 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, Reg. U.S. Pat. & T.M. Off., Ver. 3.18d (c) 1994 CEI ProServices, Inc. (All rights reserved.) OR-Q202 KILHAM LN, CLATSOP, OR 97107

DEED BOOK 23 BYCE EX RECORDS OF KLAMATH COUNTY OREGON
COUNTY CLERK EXCEPTING THEREFROM THE 20TH & 21ST REG. VOLS. COMPALED TO THE CLERK OF KLAMATH COUNTY IN
VOL 8 AND THE INSTRUMENT IS FILED IN BLOCK 28 MICHOZ ADDITION OF THE CLERK OF KLAMATH COUNTY OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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
By Evelyn Biehn County Clerk
Quelene Mieloszzyk

FEE \$15.00

SEND FAX NOTICES TO:
Klamath Falls, OR 97601
201 Main Street
SOUTH VALLEY STATE BANK

WHEN RECORDED MAIL TO:
Klamath Falls, OR 97601
201 Main Street
SOUTH VALLEY STATE BANK

RECOMMENDATION REQUESTED BY:
DOES

2024 08-11-2024