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12-14-94A10:42 RCVD

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 Fails, OR 97601

SEND TAX NOTICES TO:

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Evan D. Harding and Valerie L. Harding

4747 Sumac Ave Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Volm94 1-800 37741

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 28, 1994, BETWEEN Evan D. Harding and Valerie L. Harding, as tenants by the entirety (referred to below as "Grantor"), whose address is 4747 Sumac Ave, Klamath Falls, OR 97603; and South Valley State Bank (referred to below as "Lender"), whose address is 801 Main Street, Klamath Falls, OR 97601.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 6, 1992 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recording Date November 13, 1992, at Klamath County Recorder, Vol. M92 of Mortgages on Page 26959

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

Lot 8 in Block 1 of Banyon Park, Tract No. 1008, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 4747 Sumac Ave, Klamath Falls, OR 97603.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Extend Maturity Date of January 15, 1995.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 Modifications.

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Evan D. Herding	Valerie L. Harding	
LENDER:		\mathcal{O}
South Valley Stals Bank		
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Dec

11-28-1994

STATE OF

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Loan No 301895

STATE OF OREGON: COUNTY OF KLAMATH: SS. S. Valley State Bank A.D., 19 94 at 10:42 o'clock A.M., and duly recorded in Vol. M94 the

Mortgages

OFFICIAL SEAL TINA M. FISHER NOTARY PUBLIC - OREGON COMMISSION NO. 005273 HY COMMISSION DEPRES MAR ID 1995 ALL COMMERCIAL CONTROL OF AND A i ea

lina M Fr <u>16</u> BV . My commission expires Notary Public in and for the State of One gen LASER PRO, Reg. U.S. Pal. & T.M. Off., Ver. 3.19 (c) 1994 CFI ProServices, Inc. All rights reserved. [OR-G201 E3.17 F3.17 P3.17 HARDING2.LN C1.OVL]

3-10-95

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Oregon) 55 On this 13^{th} day of 0 can be and 19^{q} , before me, the undersigned Notary Public, personally appeared 3^{th} and known to me to be the 10^{t} , 10^{t} , 10^{t} , 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.

(Continued)

LENDER ACKNOWLEDGMENT

Page 2 MODIFICATION OF MORTGAGE

Evelyn Biehn By Quuline

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14th

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County Clerk

Mullendere