

92424

12-14-94A10:42 RCVD

Vol 94 Page 37741

## 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:

Evan D. Harding and Valerie L. Harding  
4747 Sumac Ave  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 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 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 MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X

Evan D. Harding

X

Valerie L. Harding

LENDER:

South Valley State Bank

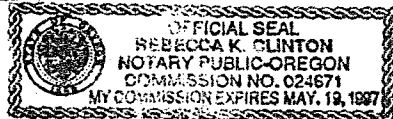
By:

Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH ) SS



On this day before me, the undersigned Notary Public, personally appeared Evan D. Harding and Valerie L. Harding, to me known to be the individuals described in and who executed the Modification of Mortgage, 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 30th day of NOVEMBER, 1994.

By: Rebecca K. Clinton

Residing at

Notary Public in and for the State of OREGON

My commission expires 5/19/97

RECEIVED NOV 28 1994

MODIFICATION OF MORTGAGE

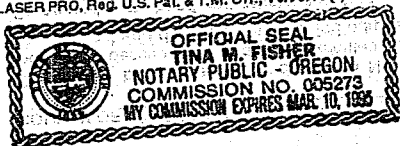
LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this 13th day of December, 1994, before me, the undersigned Notary Public, personally appeared John Doty 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 Tina M Fisher Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 3-10-95

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 14th day  
of Dec A.D., 19 94 at 10:42 o'clock A.M., and duly recorded in Vol. M94  
of Mortgages on Page 37741  
Evelyn Biehn County Clerk  
By Quilene Mellesmore

FEE \$15.00

MODIFICATION OF MORTGAGE