

93513

01-11-95 03:07 RCV

Vol. m95 Page 831

## 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:

Kenneth D Swanson and Fred Tschopp  
1954 Portland St  
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 4, 1995, BETWEEN Kenneth D Swanson and Fred Tschopp, vested as: Fred Tschopp and Kenneth D Swanson each is to an undivided 1/2 interest as to Parcel 1 AS TENANTS IN COMMON; Fred Tschopp as to Parcel 2 (referred to below as "Grantor"), whose address is 1954 Portland St, 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 25, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on June 13, 1994 in the Clerk's Office of Klamath County, Book 18378 at page M94

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

## Parcel 1

Lot 1, Block 14 of DIXON ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## Parcel 2

Lots 2 and 3, Block 14 of DIXON ADDITION to the City of Klamath Falls, 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 130 William Street, Klamath Falls, OR 97601.

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

Increase Principal amount of note to: \$6,000.00

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 modification. 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 endorser 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 Kenneth D Swanson

X Fred Tschopp

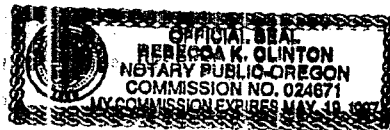
## LENDER:

South Valley State Bank

By: [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF KLAMATH ) SS



On this day before me, the undersigned Notary Public, personally appeared Kenneth D Swanson and Fred Tschopp, 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 6th day of JANUARY, 19 95.

By Rebecca K Clinton

Residing at \_\_\_\_\_

Notary Public in and for the State of OREGON

My commission expires 5-19-97

NOTARY PUBLIC

(NOTARY)

AND MODIFICATION OF DEED OF TRUST

835

835

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) § 3

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 said \_\_\_\_\_ affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

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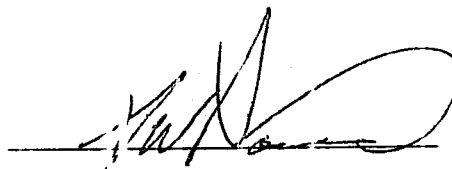
833

## SOUTH VALLEY STATE BANK

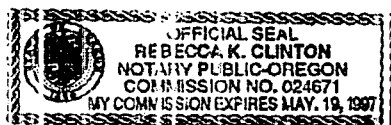
P.O. BOX 5210 — KLAMATH FALLS, OREGON 97601


State of Oregon  
County of Klamath

On January 9, 1995, John William Powell personally appeared before me, whom I know personally to be the person who signed this certificate while under oath, being sworn by me, and swears that he was present and saw Ken Swanson sign his name to the above/attached document and that it is his signature.

  
Affiant's signature

Signed and sworn to before me by John William Powell, this 9 day of January, 1995.



  
Notary Public  
My commission expires 05-19-97

This Notary Certificate is prepared on separate page and is attached to the document entitled Modification of Deed of Trust, containing one page, by means of a staple.

HEAD OFFICE  
(503) 883-3368  
5215 SOUTH SIXTH STREET  
KLAMATH FALLS, OR 97603

MAIN STREET BRANCH  
(503) 882-3281  
801 MAIN STREET  
KLAMATH FALLS, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 11th day  
of Jan A.D., 19 95 at 3:07 o'clock P.M. and duly recorded in Vol. M95  
of Mortgages on Page 831  
Bernetha G. Letsch County Clerk  
By Deborah Mullendore

FEE \$20.00