

## RECORDATION REQUESTED BY:

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

05-17-95/11:10 RCVD

Vol. M95 Page 12816

## WHEN RECORDED MAIL TO:

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

## SEND TAX NOTICES TO:

Clyde W McRunnels and Marils McRunnels  
16449 Harpoid  
Malin, OR 97632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 27, 1995, BETWEEN Clyde W McRunnels and Marils McRunnels, as TENANTS BY THE ENTIRETY, (referred to below as "Grantor"), whose address is 16449 Harpoid, Malin, OR 97632; 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 January 7, 1994 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recording in County Clerk's Office of Klamath County on March 2, 1994 at page 6507 and Volume M94

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

NE1/4 OF NW1/4, N1/2 OF SE1/4 OF NW1/4, GOVERNMENT LOT 1 AND N1/2 OF GOVERNMENT LOT 2 OF SECTION 30, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. S1/2 OF NE1/4, N1/2 OF N1/2 OF SE1/4, ALL LYING EAST OF THE MALIN-BONANZA ROAD OF SECTION 24, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 16449 Harpoid, Malin, OR 97632.

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

Extend Maturity date to May 30, 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 endorers 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 Clyde W McRunnels  
Clyde W McRunnels

X Marils McRunnels  
Marils McRunnels

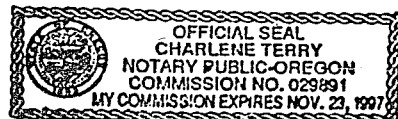
## LENDER:

South Valley State Bank

By: \_\_\_\_\_  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) ss  
COUNTY OF Klamath )



On this day before me, the undersigned Notary Public, personally appeared Clyde W McRunnels and Marils McRunnels, 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 27th day of April, 19 95.

By Charlene Terry Reading at Bonanza  
Notary Public in and for the State of Oregon My commission expires 11-23-97

for

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

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 seal 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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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 17th day  
of May A.D., 19 95 at 11:10 o'clock A M., and duly recorded in Vol. M95  
of Mortgages on Page 12816

FEE \$15.00

INDEXED  
By Bernetha G. Letsch County Clerk

RECEIVED  
MAY 04 1995

SOUTH VALLEY STATE BANK 96-597