## RECORDATION REQUESTED BY:

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

### WHEN RECORDED MAIL TO:

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

#### SEND TAX NOTICES TO:

E Ronald Isakson, Clo K Cone, Floyd W Cone and E Ronald 4306 South Street Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 6, 1995, BETWEEN E Ronald Isakson, Clo K Cone, Floyd W Cone and E Ronald , a copartnership doing business as Executive Village (referred to below as "Grantor"), whose address is 4306 South Shith Street, Klamath Falls, OR 97603; 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 January 29, 1990 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded February 13, 1990, Volume #M90, page #2915, reception #11314 in the Klamath County Clerks Office.

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

A parcel of land lying in the NE 1/4 SE 1/4 of Sec 3, T 39S, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more

particularly described as follows:

Beginning at a point which is \$ 55.03 feet and \$ 89 degrees 14' W 298 feet from the quarter-section corner common to Sections 2

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Beginning at a point which is \$ 55.03 feet and \$ 89 degrees 5 \$ 60 (when measured at right angles to) the

and 3, T 39\$, Range 9 East of the Williamette Meridian, said point also being 53 feet \$ 61 (when measured at right angles to) the

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and 3, T 39\$, Range 9 East of the Williamette Meridian, said point also b West a distance of 137 feet to the point of beginning.

The Real Property or its address is commonly known as 4306 South Sixth Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3909 003DA 00500.

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

Seventy (70) monthly principal including interest payments of \$1,195.00 beginning November 23, 1995 and each month thereafter until new maturity date of September 23, 2001 at which time the entire balance of principal and interest will be due.

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, agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties, any maker or endorser, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, makers and endorsers to the Note, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not including accommodation makers, shall not be released by virtue of 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. Coas Clo K Cone ald Isakson and known i 108 SIVLEO E Ronald LENDER: a dea togespapado Age South Valley State Bank the State of gearman a By: Autho entirela sect thus of that and vicesitary actions dead, for the real and pulpage a busine recompanies On this day below, include undergigned Noticy Peoble, persons y spicered if known to be the tridic decisionations in and who selected the tacid center of known to be the tridic decisional decision in and who selected the tacid center of Charles (5 de 2008) Massacratic services Wilcoms Show the SEC COLL IS THE P CONTRACT ? STATE OF

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# MODIFICATION OF DEED OF TRUST (Continued)

INDIVIDUAL ACKNOWLEDGMENT

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COUNTY OF Clamath	<u> </u>	) <b>88</b> )		SMANNON RAE PENOLI NOTARY PUBLIC-OREGON COMMISSION NO. 028924 MY COMMISSION EXPIRES OCT. 18, 1997
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On this day before me, the undersign known to be the individuals described their free and voluntary act and deed,				f Trust, and acknowledged that they signed the Modification as
Given under my hand and official se	al this	d	ay of <u>W</u>	wenter 1990.
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