

10242

RECORDATION REQUESTED BY:

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

LENDER ACKNOWLEDGMENT

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

David M Latourette and Pamela R Latourette
2008 Oregon Ave
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 NOVEMBER 28, 1995, BETWEEN David M Latourette and Pamela R Latourette, husband and wife, as tenants by the entirety (referred to below as "Grantor"), whose address is 2008 Oregon Ave, 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 June 28, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on June 28, 1995, Volume M95 at page 17522 in the Klamath County Clerk's Office, Klamath County, Oregon

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

Lot 17, in Block 107, Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The Real Property or its address is commonly known as 890 California, Klamath Falls, OR 97601.

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

Extend Maturity date to April 30, 1996

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, 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 [Signature]
David M Latourette

X [Signature]
Pamela R Latourette

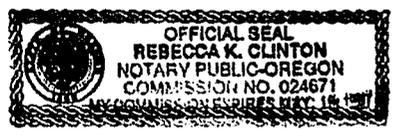
LENDER:

South Valley State Bank

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this day before me, the undersigned Notary Public, personally appeared David M Latourette and Pamela R Latourette, 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 29th day of NOVEMBER, 19 95.

By [Signature]
Notary Public in and for the State of OREGON

Residing at _____
My commission expires 5/19/97

1206

LENDER ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

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, 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.

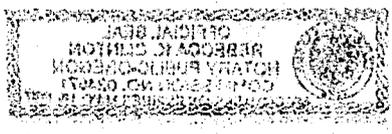
Filed for record at request of _____ South Valley State Bank _____ the _____ 7th _____ day of _____ December _____ A.D., 19 95 at 9:00 o'clock _____ A _____ M., and duly recorded in Vol. _____ M95 of _____ Mortgages _____ on Page _____ 33433 _____

FEE \$15.00

By _____ Bernetha G. Letsch, County Clerk
Annette Mueller

THE ABOVE INSTRUMENT IS A MODIFICATION OF DEED OF TRUST AND EACH OF THE PARTIES HERETO HAVE READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND EACH OF THEM UNDERSTANDS THE CONTENTS AND EFFECTS THEREOF.

INDIVIDUAL ACKNOWLEDGMENT



_____ My commission expires _____
_____ Residing at _____
_____ day of _____ 19____