

13649

Vol. M96 Page 4681

RECORDATION REQUESTED BY:

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

96 FEB 20 P3:46

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Badorek Enterprises
2521 South Sixth Street
Klamath Falls, OR 97601

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

South Valley
on this 20th day of Feb A.D., 19 96
at 3:46 o'clock P M. and duly recorded
in Vol. M96 of Mortgages Page 4681
Bernetha G. Ketsch County Clerk
By [Signature] Deputy.
Fee, \$10.00

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 30, 1996, BETWEEN Badorek Enterprises, a partnership consisting of Walter C. Badorek and Sharon Badorek. (referred to below as "Grantor"), whose address is 2521 South Sixth Street, 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 January 4, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Vol M94, Page 2667, Reception No. 74986, Recorded in the Clerks office of Klamath County Oregon recorded January 28, 1994.

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

Lot 11 Block 4, Sixth Street addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 1804 Washburn Way, Klamath Falls, OR 97601.

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

Increase principal amount of note from \$85,000.00 to \$88,809.00.
Extend maturity date to December 28, 1998.
Increase monthly payment amount to \$1,950.95.

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 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 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:

Badorek Enterprises

By:

[Signature]
Walter C Badorek, General Partner

By:

[Signature]
Sharon Badorek, General Partner

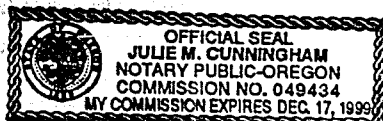
LENDER:

South Valley State Bank

By:

Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON) ssCOUNTY OF KLAMATH

On this 2nd day of February, 1996, before me, the undersigned Notary Public, personally appeared Walter C Badorek, General Partner of Badorek Enterprises; and Sharon Badorek, General Partner of Badorek Enterprises, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By:

[Signature]
Notary Public in and for the State of Oregon

Residing at

2521 S 6TH ST, Klamath Falls, OR
My commission expires Dec 17, 1999