

14216

Vol. 99 Page 5909

RECORDATION REQUESTED BY: '96 MAR -4 P2:22

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:

Thomas Solomon Tucker and Christine Sharon Tucker
1115 Riverside Drive
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 FEBRUARY 28, 1996, BETWEEN Thomas Solomon Tucker and Christine Sharon Tucker, as tenants by the entirety (referred to below as "Grantor"), whose address is 1115 Riverside Drive, 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 21, 1993 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on May 18, 1993 at the Klamath County Clerk's office, volume M93, page 11234

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

Lot 9 in Block 5 of TRACT NO. 1163, CAMPUS VIEW, 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 2586 Clover Street, Klamath Falls, OR 97603.

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

Extend Maturity date to March 15, 1998

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 Thomas Solomon Tucker
Thomas Solomon Tucker

X Christine Sharon Tucker
Christine Sharon Tucker

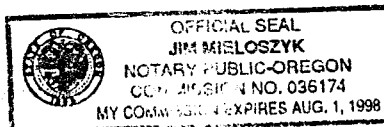
LENDER:

South Valley State Bank

By: J. Mieloszyk
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon) ss
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared Thomas Solomon Tucker and Christine Sharon Tucker, 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 28 day of February, 1996.

By J. Mieloszyk
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires 8-1-98

RECEIVED

MODIFICATION OF DEED OF TRUST

02-28-1996
Loan No 301747

MODIFICATION OF DEED OF TRUST
(Continued)

5910
Page 2

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____, 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 _____

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1996 CFI ProServices, Inc. All rights reserved. [OR-G202 E3.21 F3.21 P3.21 TUCKER.LN C1.OVL]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of _____ A.D., 19____ at _____ o'clock _____ P. M., and duly recorded in Vol. _____
of _____ Mortgages on Page _____

By _____ Bernetha G. Letsch, County Clerk

FEE \$15.00

(REVERSE SIDE OF INSTRUMENT)
NOTARY PUBLIC STATE OF OREGON
I, _____, Notary Public for the State of Oregon, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 19____, at _____, Oregon, by _____, authorized agent for the Lender, who acknowledged that he or she was duly authorized by the Lender to execute this instrument, and that the seal affixed is the corporate seal of said Lender.

NOTARY PUBLIC STATE OF OREGON
I, _____, Notary Public for the State of Oregon, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 19____, at _____, Oregon, by _____, authorized agent for the Lender, who acknowledged that he or she was duly authorized by the Lender to execute this instrument, and that the seal affixed is the corporate seal of said Lender.

MODIFICATION OF DEED OF TRUST

RECORDING SECTION
NOTARY PUBLIC STATE OF OREGON
I, _____, Notary Public for the State of Oregon, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 19____, at _____, Oregon, by _____, authorized agent for the Lender, who acknowledged that he or she was duly authorized by the Lender to execute this instrument, and that the seal affixed is the corporate seal of said Lender.

RECORDING SECTION
NOTARY PUBLIC STATE OF OREGON
I, _____, Notary Public for the State of Oregon, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 19____, at _____, Oregon, by _____, authorized agent for the Lender, who acknowledged that he or she was duly authorized by the Lender to execute this instrument, and that the seal affixed is the corporate seal of said Lender.

RECORDING SECTION
NOTARY PUBLIC STATE OF OREGON
I, _____, Notary Public for the State of Oregon, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 19____, at _____, Oregon, by _____, authorized agent for the Lender, who acknowledged that he or she was duly authorized by the Lender to execute this instrument, and that the seal affixed is the corporate seal of said Lender.

14378

2003