**RECORDATION REQUESTED BY:** 

P3:53 MAY 28

Vol. M96 Page

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:

Robert Stewart, Robert Bogatay, James Bellet and Jack Markoraf 7245 Hilyard Ave Klamath Falls, OR 97603

NTC 130107793

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 20, 1996, BETWEEN Robert Stewart, Robert Bogatay, James Beliet and Jack Markgraf (referred to below as "Grantor"), whose address is 7245 Hilyard Ave, 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 May 23, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Volume M95, page 14315, reception #822, recorded in the office of the County Clerk, 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 4 in Block 9 of Tract 1016, GREEN ACRES, 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 5835 Mason Lane, Klamath Falls, OR 97601.

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

Extend maturity date to October 30, 1996

morten

Notary Public in and for the State of

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and 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 be released by the original person consents to the changes and provisions of this Modification or otherwise will not be released by it. This weiver applies not

	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 no 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 Political X Political X Robert Stewart  X Jack Markgraf  LENDER:			
	By: Authorized Officer  LENDER:  South Valley State Bank  By: Authorized Officer			
INDIVIDUAL ACKNOWLEDGMENT				
	COUNTY OF Klamath )88 COUNTY OF Klamath			
	On this day before me, the undersigned Notary Public, personally appeared Robert Stewart, Robert Bogatay, James Betlet and Jack Markgraf, 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			

Residing at

My commission expires

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## MODIFICATION OF DEED OF TRUST (Continued)

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On this day of	hafara — the
that executed the within and foregoing instrument and acknowledge	
outy authorized by the Lender through its board of directors or other she is authorized to execute this said instrument and that the seal affi	ed said instrument to be the free and voluntary act and deed of the said Lender rwise, for the uses and purposes therein mentioned, and on oath stated that he of xed is the corporate seal of said Lender.
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Sec. 754, 25, 193, 53

State of Oregon County of Klamath

On May 23, 1996, Steve Van Buren personally appeared before me, whom I know personally to be the person who signed this certificate while under oath, being sworn by me, and swears that he was present and saw Jack Markgraf and James Bellet sign their names to the above/attached and that it is their signatures.

Signed and sworn before me by Steve Van Buren, this 23 day of May, 1995.

My commission expires 11-23-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

STATE	OF OREGON: COUNTY OF KLAMP		the 28th day
Filed fo		at o	Bornetha G. Letsch, County Clerk
FEE	\$20.00	Ву	June Suball