

29395

Vol. 1016 Page 37836

## RECORDATION REQUESTED BY:

95 DEC -4 A9:21

South Valley Bank & Trust  
803 Main Street  
Klamath Falls, OR 97601

## WHEN RECORDED MAIL TO:

South Valley Bank & Trust  
803 Main Street  
Klamath Falls, OR 97601

## SEND TAX NOTICES TO:

Dale S McDowell, Jr. and Pamela J McDowell  
2500 Campus 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 NOVEMBER 29, 1995, BETWEEN Dale S McDowell, Jr. and Pamela J McDowell, as Tenants by the Entirety (referred to below as "Grantor"), whose address is 2500 Campus Drive, Klamath Falls, OR 97601; and South Valley Bank & Trust (referred to below as "Lender"), whose address is 803 Main Street, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated August 24, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Volume MS5, page 29740, reception #7953, recorded October 20, 1995 in the the clerks office of the 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:

A Piece or Parcel of Land situate in the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly boundary of that parcel conveyed at page 5894 of volume MS6 of the Klamath County Deed records from which the Monument marking the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears South 0 degrees 51' West 257.1 feet distant and the Northeasterly corner of said parcel bears North 0 degrees 51' East 182.8 feet distant; thence North 87 degrees 41' 20" West 157.9 feet to a point; thence South 16 degrees 59' 30" West 50.75 feet to a point; thence along a circular curve to the left (which has a radius of 19.5 feet, a central angle of 94 degrees 00' 00" and a long chord which bears South 49 degrees 38' 30" West 25.6 feet) a distance of 32.00 feet to a point; thence South 2 degrees 35' 30" West 74.5 feet to a point; thence along a circular curve to the right (which has a radius of 109.5 feet, a central angle of 22 degrees 01' 40", and a long chord which bears South 13 degrees 39' 20" West 38.40 feet) a distance of 38.45 feet; thence along a circular curve to the left (which has a radius of 74.5 feet, a central angle of 27 degrees 10' 20" and a long chord which bears South 18 degrees 52' 05" West 15.05 feet) a distance of 15.05 feet to the Easterly boundary of Campus Drive as the same is presently located and constructed; thence along said boundary on a circular curve to the right (having a radius of 1004.93 feet, a central angle of 1 degree 11' 20", and a long chord which bears South 3 degrees 50' 50" West 20.87 feet) a distance of 20.89 feet; thence South 87 degrees 49' East 210.13 feet to a point on the Easterly boundary of said parcel conveyed at page 5894 of volume MS6 of Klamath County Deed records; thence North 0 degrees 51' East along the Easterly boundary of said parcel 215.9 feet, more or less, to the point of beginning. Except the single lane roadway between the Westerly boundary of the above described parcel and the Easterly boundary of Campus Drive.

The Real Property or its address is commonly known as 2500 Campus Drive, Klamath Falls, OR 97601.

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

Extend the maturity date to October 1, 1997

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:

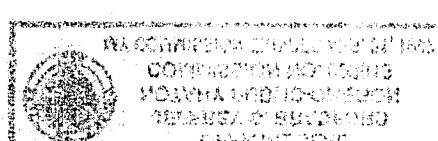
X Dale S McDowell, Jr.  
Dale S McDowell, Jr.

X Pamela J McDowell  
Pamela J McDowell

LENDER:

South Valley Bank &amp; Trust

By: Jeffrey S. Bannister  
Authorized Officer



MODIFICATION OF DEED OF TRUST

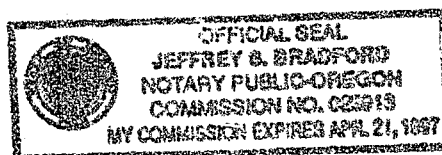
15-  
FORM NO 305-01  
11-95-1108

MODIFICATION OF DEED OF TRUST

## MODIFICATION OF DEED OF TRUST

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) ss  
COUNTY OF Clatsop )

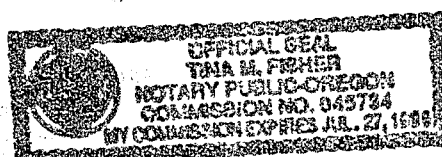


On this day before me, the undersigned Notary Public, personally appeared Dee S McDowell, Jr.; and Pamela J McDowell, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29<sup>th</sup> day of November, 1996.  
By Jeffrey S. Brundage Residing at 801 Marlin, K. Falls, OR 97661  
Notary Public In and for the State of Oregon My commission expires 4/21/97

## LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath



On this 2nd day of December, 1996, before me, the undersigned Notary Public, personally appeared Talbot S. Bradford and known to me to be the Vice-President, 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 Thina M. Fisher Notary Public in and for the State of Oregon  
Residing at Klamath Falls  
My commission expires 7-27-99

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STATE OF OREGON: COUNTY OF KLAMATH: 63

Filed for record at request of South Valley Bank the 4th day  
of December A.D., 19 96 at 9:21 o'clock A. M., and duly recorded in Vol. 1996  
of Mortgages on Page 37836

FD-35.00

Herbert G. Letsch, County Clerk

By Richard K. Lee

REPLICATION OF DEED OF 1894

RECEIVED BY THE SECRETARY OF THE ARMY  
1950 JAN 10 10 10 AM

THE UNIVERSITY OF CHICAGO

RECEIVED: 1964-05-15  
 REVISION: 1964-06-15  
 ACCEPTED: 1964-06-15

ANITA BERNARDI, 1950-51

RECEIVED  
JAN 10 1964  
U.S. DEPARTMENT OF JUSTICE

RECOMMENDED DISPOSITION: OK

20 07 14 13 51

57000