

SOUTH VALLEY BANK & TRUST  
P.O. BOX 5210  
Klamath Falls, OR 97601

**WHEN TO CONDEMN MAIL TO:**

SOUTH VALLEY BANK & TRUST  
P.O. BOX 5210  
Klamath Falls, OR 97601

**SEND TAX NOTICES TO:**

William D Hirzengen and Virginia J Hirzengen  
7525 Hwy 66  
Klamath Falls, OR 97602

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 25, 1997, BETWEEN William D Hirzengen and Virginia J Hirzengen, as tenants by the entirety, (referred to below as "Grantor"), whose address is 7525 Hwy 66, Klamath Falls, OR 97603; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 24, 1993 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recorded at the Klamath County Recorder's office on May 11, 1993 at volume 1483, page 10529

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

A parcel of land situated in the SW 1/4 SW 1/4 SE 1/4 of Section 14 and NW 1/4 NW 1/4 NE 1/4 of Section 23 Township 30 South, Range 6 E.W.M., more particularly described as follows: Beginning at the South quarter corner of Section 14 which is also common to North quarter corner of Section 23; thence North along the West line of SE 1/4 of Section 14 a distance of 520.0 feet to a SW 1/4 iron post; thence South 28 degrees 25' East 752.7 feet to a SW 1/4 iron post which is also on the Northern right of way of Klamath Falls to Ashland Highway; thence South 55 degrees 14' West 574.16 feet along the Northern right of way of Klamath Falls, to Ashland Highway; to a SW 1/4 iron post; thence North 40.00 feet along the West line of the Northwest quarter of Section 23 to the point of beginning.

The Real Property or its address is commonly known as 7525 Hwy 66, Klamath Falls, OR 97603. The Real Property tax identification number is 140011410000000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Extend maturity date to April 15, 1998.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE, AND EACH GRANTOR AGREED TO ITS TERMS.

GRANTOR:

X William D Hirzengen

LENDER:

South Valley Bank & Trust

By: Administrator

RECORDED APRIL 25, 1997  
OCT 1997

MOULTRIE COUNTY RECORDER'S OFFICE

JULY 1997

