38837

Vol. M97 Page 17371

RECORDATION REQUESTED BY: '97 JUN -6 A11:29

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Prakash J. Patel, Sharmistha P. Patel, Paresh J. Patel and Bina P. Patel
P.O. Box 41160
San Jose, CA 95160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 19, 1997, BETWEEN Prakash J. Patel, Sharmistha P. Patel, Paresh J. Patel and Bina P. Patel, vested as Prakash J Patel and Sharmistha P Patel, husband and wife, as to an undivided 50% interest; Paresh J Patel and Bina P Patel, husband and wife, as to an undivided 50% interest (referred to below as "Grantor"), whose address is P.O. Box 41160, San Jose, CA 95160; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated March 16, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Volume M95, Page 6651, R396534, in Klamath County, State of Oregon, on March 22, 1995

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

See attached Exhibit "A"

The Real Property or its address is commonly known as **3006 Greensprings Drive, Klamath Falls, OR 97601.**

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

Decrease the interest rate, decrease the payment amount, and extend the maturity date to May 1, 2002.

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 Prakash J. Patel

X Sharmistha P. Patel

X Paresh J. Patel

X Bina P. Patel

LENDER:

South Valley Bank & Trust

By: Stephen Vanbeen
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Santa Clara) ss

BIPIN R. SHELAT
Comm. #1080870
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. July 14, 1999

On this day before me, the undersigned Notary Public, personally appeared Prakash J. Patel, Sharmistha P. Patel, Paresh J. Patel and Bina P. Patel, 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 23rd day of May, 19 97.

By Prakash Patel, Paresh Patel, Sharmistha Patel and Bina Patel Residing at San Jose

Notary Public in and for the State of California My commission expires 7-14-99.

Bipin R Shelat

Bipin R Shelat
5/23/97

BIPIN R. SHELAT
Comm. #1080870
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. July 14, 1999

15.

LENDER ACKNOWLEDGMENT

STATE OF ~~California~~ OREGON
COUNTY OF ~~Santa Clara~~ KLAMATH) ss

OFFICIAL SEAL
REBECCA K. CLINTON
NOTARY PUBLIC-OREGON
COMMISSION NO. 300016
MY COMMISSION EXPIRES MAY 19, 2001

On this 23rd ~~31st~~ day of ~~May~~ June, 19 ~~97~~ 97, before me, the undersigned Notary Public, personally appeared STEPHEN VAN BUREN and known to me to be the OFFICER of 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 Rebecca K Clinton Residing at

Notary Public in and for the State of OREGON My commission expires 5/19/01

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of South Valley Bank the 6th day of June A.D., 19 97 at 11:29 o'clock A. M., and duly recorded in Vol. M97, of Mortgages on Page 17371.

Bernetha G. Letsch, County Clerk

FEE $15.00 By Kathleen Rose