

41032

Vol. 1197 Page 22053

RECORDATION REQUESTED BY:

97 JUL 15 09:19

South Valley Bank & Trust  
P O Box 5210  
Klamath Falls, OR 97603

WHEN RECORDED MAIL TO:

South Valley Bank & Trust  
P O Box 5210  
Klamath Falls, OR 97603

SEND TAX NOTICES TO:

John N Brooks and Lori Brooks  
3120 Monrovia Way  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 26, 1997, BETWEEN John N Brooks and Lori Brooks, Husband and Wife (referred to below as "Grantor"), whose address is 3920 Monrovia Way, Klamath Falls, OR 97603; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97603.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 29, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on May 2, 1996 in the Klamath County Recorder's Office Volume M96 at page 12574

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

Lot 17 in Block 18, of Tract 1127, NINTH ADDITION TO SUNSET VILLAGE, 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 3920 Monrovia Way, Klamath Falls, OR 97603.

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

Extend Maturity date to August 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 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 [Signature]  
John N Brooks

X [Signature]  
Lori Brooks

LENDER:

South Valley Bank & Trust

By: [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

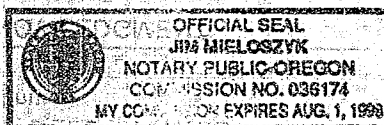
) SS

On this day before me, the undersigned Notary Public, personally appeared John N Brooks and Lori Brooks, 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 27 day of June, 1997

By: [Signature]  
Notary Public in and for the State of Oregon

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



FORM 100-502802  
02-5011881

MODIFICATION OF

58029



## LENDER ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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.

**B**uyers' Guide to the New York City Housing Market

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LAGER FBO Reg U.S. Pat. & T.M. Off. Ver. 3.23 (c) 1987 CE ProServices, Inc. All rights reserved. 08-0202 1BROCKS.LN

THE UNIVERSITY OF CHICAGO

STATE OF OREGON: COUNTY OF KLAMATH: SS

Filed for record at request of South Valley Bank the 15th day  
of July A.D., 1997 at 9:19 o'clock A. M., and duly recorded in Vol. M97,  
of Mortgages on Page 22053.

FEE \$15.00

By Bernetha G. Letsch, County Clerk

[illegible][illegible][illegible][illegible]

HOUSE OF REPRESENTATIVES  
1950 HOUSE REPORT NO. 100  
COMMITTEE ON THE JUDICIARY

THE UNIVERSITY OF CHICAGO

1980-1981

FILED OCTOBER 1960

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SECRET

NEOBRITON NEGEE

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*Journal of Management Studies*, 19(6), 701-718.

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