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Vol. 1997 Page 26302

## RECORDATION REQUESTED BY:

'97 AUG 11 P2:56

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:

J. Claude Bowden and Thelma M. Bowden  
1551 McClellan Dr  
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 JULY 31, 1997, BETWEEN J. Claude Bowden and Thelma M. Bowden, Vested as: J. Claude Bowden and Thelma Marie Bowden as Tenants by the Entirety (referred to below as "Grantor"), whose address is 1551 McClellan Dr, 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.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 23, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Volume M97, Page 2428, Reception #31901 recorded January 28, 1997 in the Clerk's office of 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 91 of MOYINA, 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 1551 McClellan Dr, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-036CD-00900.

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

Extend the maturity date to September 30, 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 J. Claude Bowden  
J. Claude Bowden

X Thelma M. Bowden  
Thelma M. Bowden

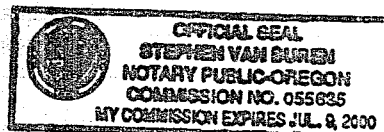
LENDER:

South Valley Bank & Trust

By: Stephen Van Buren  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this day before me, the undersigned Notary Public, personally appeared J. Claude Bowden and Thelma M. Bowden, 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 31st day of July, 19 97.  
By Stephen Van Buren Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 7/9/2000

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LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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, she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

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STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

South Valley Bank

on this 11th day of August A.D., 1997  
at 2:56 o'clock P. M. and duly recorded  
in Vol. M97 of Mortgages Page 26302

Bernetha G. Letsch, County Clerk

By Kathleen Ross  
Fee, \$15.00 Deputy.

MODIFICATION OF DEED OF TRUST

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