

43473

Vol. 1997 Page 26473

RECORDATION REQUESTED BY:

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

'97 AUG 12 P12:00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

William C Ransom, Kristine Ransom, James H Patton and
Margie G Patton
4480 South 6th
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 25, 1997, BETWEEN William C Ransom, Kristine Ransom, James H Patton and Margie G Patton, Vested as: William C Ransom and Kristine Ransom, as tenants by the entirety, as to an undivided one-half interest and James H Patton and Margie G Patton, as tenants by the entirety, as to an undivided one-half interest (referred to below as "Grantor"), whose address is 4480 South 6th, 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 August 4, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on August 19, 1994 at the Klamath County Clerk's Office, Volume M94 at page 25770

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

Lots 7 thru 41, inclusive, Block 2, ST. FRANCIS PARK, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of alley vacated by Order of Vacation recorded August 8, 1957 in Book 293 at Page 427 and recorded March 25, 1974 in Book M-74 at Page 3704, which inures to said property.

The Real Property or its address is commonly known as 4480 South 6th Street, Klamath Falls, OR 97603.

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

Extend Maturity date to July 10, 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 William C Ransom
William C Ransom

x Kristine Ransom
Kristine Ransom

x James H Patton
James H Patton
by Margie G Patton
PBA

x Margie G Patton
Margie G Patton

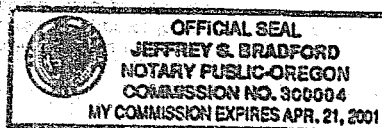
LENDER:

South Valley Bank & Trust

By: Jeffrey S. Bradford
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this day before me, the undersigned Notary Public, personally appeared William C Ransom, Kristine Ransom, James H Patton and Margie G Patton, 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.

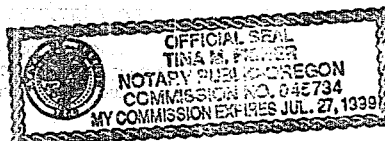
Given under my hand and official seal this 1st day of August, 19 97.

By Jeffrey S. Bradford Residing at 801 Main St., K. Falls OR 97603
Notary Public in and for the State of Oregon My commission expires 4/21/01

MODIFICATION OF DEED OF TRUST

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) ss



On this 5th day of August, 19 97, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the 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 Tina M Fisher Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 7-27-99

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley Bank the 12th day of August A.D., 19 97 at 12:00 o'clock P.M., and duly recorded in Vol. M97 of Mortgages on Page 26473.

FEE \$15.00

Bernetha G. Letsch, County Clerk
By Kathleen Reed

MODIFICATION OF DEED OF TRUST