TCS 12/22/97 50642

RECORDATION REQUESTED BY:97 DEL 24 P1:11

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

WHEN RECORDED MAIL TO:

South Valley Bank & Trust Klamath Falls, OR 97603

SEND TAX NOTICES TO:

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

41962 Vol. M97 Page

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 17, 1997, BETWEEN Vincent J Finnianous and Deborah A Finnianous, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is 834 Richmond St, Kiamath Falis, OR 97601; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Kiamath Falis, OR 97603.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 28, 1993 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recording Date, November 22, 1993, in the office of the Klamath County Clerk, Vol. M93 of Mortgages, page 30891.

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

Lot 35, 36, and 37, Block 6, INDUSTRIAL ADDITION to the City of Klamath Falls, 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 834 &836 Richmond St, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-026AA-03000.

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

Extend the maturity date to May 15, 1998. increase the interest rate by 1/2 percent, resulting in an initial rate of 12.5%.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and 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

LENDER: South Valley

Authorized Off

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

) SS

OFFICIAL SEAL STEPHEN VAN BUREN HOTARY PUBLIC-OREGON COMMISSION NO, 056835 MY COMMISSION EXPERED ALL & 2000

On this day before me, the undersigned Notary Public, personally appeared Vincent J Finnlanous and Deborah A Finnlanous, 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

day of

Вν Notary Public in and for the State of OREGON Residing at

My commission expires

FEMULA VORMOMFEDOMEN

(manyuasa)

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MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT

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of	December	A.D., 19 _ of		o'clock _	<u> </u>	luly recorded in Vol 962	м97	
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