50662

RECORDATION REQUESTED BY: South Valley Bank & Trust O Box 5210 Klamath Falls, OR 97601

97 DEC 24 P1:42 Vol 1997 Page 41998

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Timm Burr, Inc. 12952 Crystal Springs Rd Klamath Falls, OR 97603 AMERITITLE, has recorded this Instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein,

MTC1396-43132-KA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 23, 1997, BETWEEN Timm Burr, inc., an Oregon Corporation (referred to below as "Grantor"), whose address is 12952 Crystal Springs Rd, 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 April 22, 1996 (the "Deed of Trust") recorded in Klamath County, State

Recorded in the office of the County Clerk of Klamath County Oregon, Volume M96, page 11494, Microfilm #16938

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

Roblero

The West 517.5 feet of the East 1035 feet of Lot 2, Block 8, KLAMATH FALLS FOREST ESTATES SYCAN UNIT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Also described as Lot 2C, Block 8, Sycan

Calcagno

The Southerly 415 feet of the Easterly 1035 feet of Lot 10, Block 7, Klamath Falls Forest Estates-Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. CISH

The Southerly 415 feet of the Easterly 1035 feet of Lot 10, Block 7, Klamath Falls Forest Estates-Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The West 850 feet of Lot 9 in Block 17, Excepting the North 400 feet Klamath Falls Forest Estates Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Oregon, and a state of the County Clerk of Klamath County, Clerk of Klamath County,

The S1/2E1/2 of Lot 12, Block 6, Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Also known as Lot 12C Block 6. Burns

N1/2E1/2 of lot 2 in Block 12 Klamath Falls Forest Estates Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Wilcon

The S1/2NW1/4SW1/4NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. Thompson

The S1/2SW1/4SE1/4NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. McCov

The E1/2NE1/4NE1/4SW1/4 of Section 31, Township 35 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. Inglis

The N1/2NE1/4SE1/4NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. Chandra

The NE1/4 of Government Lot 4, Section 2, Township 37 South, Range 11 East of the Williametre Meridian, Klamath County, Oregon. Garrison

EXCEPTING THEREFROM, the E1/2NE1/4SE1/4SE1/4SE1/4SE1/4 in Section 31, Township 35 South; Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Bailey

The East 517.5 feet of the West 1035.0 feet of Lot 2, Block 8, Measured along South line of sald Lot, Klamath Falls Forest Estates Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Dishno 1

Portion of Lot 3 Block 11 Klamath Falls Estates Sycan Unit. Beginning Easterly Corner Lot 3, Block 11, thence Southerly along Easterly line 1000'; thence N54 02'28" W400; thence N35 57'32" E 1000'; thence S54 02'28" E 400' to point of beginning. Lot 38 Block

Dishino 2

15'

Portion of Lot 3 Block 11 Klamath Falls Estates, Sycan Unit. Beginning at a point from which the most easterly corner bears N 35 57'32" E 1000'; thence N54 02'28" W 400'; thence S 35 57'32" W to a point on the southerly line of said Lot 3; thence S 46 15' 40" E to the most southerly corner; thence N 35 57'32" E 952.51' to point of beginning Lot 3C Block 11.

The Real Property or its address is commonly known as Klamath County, Klamath Falls, OR 97603.

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

The maturity of the Note has been extended to April 30, 1998

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, make and participant to the Note including accommodation parties (unlast is parties) relations in writing. Any maker or parties is parties in parties in the Note of Trust as changed above nor agreement secured by the used of trust (the "Note"). It is the intention of Lender to retain as nable an parties to the used of trust and an 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 bed 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

12-23-1997 Loan No 302696 MODIFICATION OF DEED OF TRUST 41999 Page (Continued)	2
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 n 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 THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF THIS ACKNOWLEDGES A	ot

GRANTOR AGREES TO ITS TERMS.	ALL THE PROVISIONS	OF THIS MODIFICATION OF DEED OF TRUST, AND EACH
	na politika politi Na 299 at knot statu politika	
Time D.A has		
	Xanaala (tatalyo Kho	an ar sharen eta
By:		na Campo e la sue ser ser suprementaria. A menta censo e ser seus paga de la suprementaria de la suprementaria de la suprementaria de la suprementaria A menta censo e suprementaria de la suprementaria de la suprementaria de la suprementaria de la suprementaria d
LENDER:	energy symptotic and the	an na sana kata kata kata kata kata kata kata k
South Valley Bank & Trust		
By: Authorized Officer	n an tha an	n an
000	ADATE ADVINOU	
	ORATE ACKNOW	LEDGMENT
STATE OF DRECON		
COUNTY OF Standath) 55	OFFICIAL BEAL STEPHEN VAN BUREN
	_)	(15) NOTARY PUBLIC-OREGON
		CONSISSION NO. COURSE
On this Brd day of Contage	1097	IN CONSISSION EXPIRES AL. 6, 2000 Indersigned Notary Public, personally appeared Randy L Shaw, corporation that executed the Modification of Deed of Trust and poration, by authority of its Bylaws or by resolution at the beaution
President of Timm Burr, Inc., and known to me to be	an authorized agent of the	Indersigned Notary Public, personally appeared Randy L Shaw,
directors, for the uses and purposes therein mentioned	iry act and dead of the corp	corporation that executed the Modification of Deed of Trust and boration, by authority of its Bylaws or by resolution of its board of le or she is authority of its Bylaws or by resolution of its board of le or she is authority of its Bylaws or by resolution of its board of the or she is authority of its Bylaws or by resolution of its board of the or she is authority of its Bylaws or by resolution of its board of the or she is authority of its Bylaws or by resolution of its board of the or she is authority of its Bylaws or by resolution of the board of the or she is authority of its Bylaws or by resolution of the board of the or she is authority of its Bylaws or by resolution of the board of the or she is authority of the board of the board of the or she is authority of the bylaws or by resolution of the board of the or she is authority of the bylaws or by resolution of the board of the or she is authority of the board of the board the
executed the Modification on behalf of the corporation.	and on oath stated that h	boration, by authority of its Bylaws or by resolution of Used of Trust and he or she is authorized to execute this Modification and in fact
By Vonter lanlern		1.7 _2 _11
The Contractor	Residing	at the the talls
Notary Public in and for the State of	Co- My comm	ission expires Vale 23000
	the second s	
LENI	DER ACKNOWLED	DGMENT
STATE OF CROSS		
STATE OF	_)	Bistockettowers Total Content of the
COUNTY OF THE) SS	OFFICIAL BEAL
COUNTY OF AMARA	_) · · · ·	NOTARY PUBLIC-OREGON
		COMMISSION HO. 055635
On this 3320 to the the		MY COMMISSION EXPIRES AL. 0, 2000
Tohn Frederics Outry and known to ma	e 19 / before r	the undersigned Notary Public, personally appeared to be the free and voluntary act and deed of the said Lender, and purposes therein mentioned and on other black that have
that executed the within and foregoing instrument and ack	no be the <u>2000</u>	by the factor authorized agent for the Lender
she is authorized by the Lender through its board of director	s or otherwise, for the uses	to be the free and voluntary act and deed of the said Lender, and purposes therein mentioned, and on oath stated that he or e seal of said Lender.
g could ons said instrument and that the	e seal affixed is the corporat	e seal of said Lender,
Br Jeste An que	Residing a	1_ LAmsthe Falls
Notary Public in and for the State of	a state de la compañía	the second
	my commi	ssion expires July 9,2000
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices,	Inc. All rights reserved. [OR-G20]	2 NEWTIMM.LN C1.OVL
	and the second second second second	
at an	eren de missiones de	
STATE OF OREGON: COUNTY OF KLAMATH : ss	1. State 1.	
Filed for record at request of	Amerititle :42 p'clock 1	the24th day

of Mor	tgages on Page 41998
FEE \$15.00	By Bernetha G. Letsch, County Clerk
SUPPORT (Company States) Support (Company States) Support States) Support States)	that water and the standard of
SERVE AN HORMORY TO	WEUMUNS, DA INDREES DE GENERAL DE G
enere 200 geographica (agrae) 1979 - Al (2000) Brenn Angelek, normer (agrae)	
ATEN RECORDER OF A OF	
-10,000 Velicy Bank of Color - P.O.Box 2010 	
AL O DE MOLMENTER IN THE SECTION OF	97 10 24 P1:42