JMH2 P2:25 Vol. 791 Page 58 51017 South Valley Bank & Trust P O Box 5210 Klemath Falls, OF 97603 WHEN RECORDED MAIL TO: South Valley Bank & Trust P O Box 5210 Klamath Fallo, CR 67603 SEND TAX NOTICES TO: South Valley Bank & Trust P O Box 5210 Klamath Falls, OH 97603 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE CHLY MODIFICATION OF DEED OF TRUST THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 24, 1997, BETWEEN K-FALLS DISTRIBUTING, a Co-Parinership., ,consisting of Eugene D Rosteroila, Jerry D Rosteroila and Yolanda Rosteroila (referred to below as "Grantor"), whose address is P O Box 1058, Klamath Falls, OR 97601; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97603. DEED OF TRUST. Granter and Lender have entered into a Deed of Trust dated November 24, 1995 (the "Deed of Trust") recorded in Klampth County, State of Oregon as follows: Recording date; December 7, 1995, in the Office of the County Clerk of Klamath County, in Vol.Mes, of Mortgages, on Fage 33419, microfilm #10207. REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, LOTS 13, 14, AND 16 IN BLOCK 4 OF FIRST ADDITION TO ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THREREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAWATH COUNTY, CREGON, TOGETHER WITH VACATED MARYLAND AVENUE (FORMERLY TAPPAN AVENUE) WHICH ADJOINS LOTS 13, 14, AND 15 ON THE SOUTH LINE. State of Oregon: The Real Property or its address is commonly known as 2859 Avalon St, Klamath Falls, OR 97603. MODIFICATION. Grantor and Lender hereby modify the Daed of Trust as follows: 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 not obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit obligate Lender to make any future modification. It is the intention of Lender to relain as liable all parties to the Deed of Trust and all parties, agreement secured by the Dead of Trust (the "Note"). It is the intention of Lender to relain as liable all parties to the Deed of Trust and all parties, agreement secured by the Dead of Trust (the "Note"). It is the intention of Lender to relain as liable all parties to the Dead of Trust does not including accommodation maliers, shall not be released by virtue of this Modification. It any person who signed the original Dead of Trust does not including accommodation maliers, shall not be released by virtue of this Modification is given conditionally, based on the representation to Lender sign this Modification, then all persons signing below acknowledge that this Modification or otherwise will not be released by it. This waiver applies not 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. Extend maturity date to October 20, 1998. EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: K-FALLS DISTRIBUTING, a Co-Partitership. Eugens D Rosterollo, General P South Valley Bank & Trust PARTNERSHIP ACKNOWLEDGMENT OFFICIAL SEAL STATE OF HAL STURGEON NOTARY PUBLIC-OREGON COMMESSION NO. 049053 MY COTYNSION EXPIRES NOV. 16, 1999 COUNTY OF

On this 1997 before me, the undersigned Notary Public, personally appeared Eugens D Rosterolla, Jerry Processed and Yolanda Rosterolla, and known to me to be partners or designated agents of the partnership that executed the Modification of Dead of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership. Residing at <u>i</u> My commission expires Nov 16, 1999 Notary Public in and for the State of _

LENDER ACKNOWLEDGMENT

Loan No. 205362 12-24-1337

(Continued)

MODIFICATION OF DEED OF TRUET

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Richard Halls, Off 91803 b O nex esto South Valey Sank & Tribal space above this line is eon heconophic use only

MODIFICATION OF DEED OF TRUST

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(FORESELY TAPPAN AVERILE) WHICH ADJOINS LOTS 10, 14, AND 15 ON THE STUDY LINE LOTS 18, 14, ARCHS IN PLOCE 4 OF FIRST ADMINORTO ALTAMORT ACRES, ACCORDING TO THE OFFICIAL SULF. THREFROF INF FIRE 18 THE OFFICE OF THE COUNTY CLERK OF RESEARIN COURTY, CHECON, TOCKTHER WITH VACATED ALTER AND AVERAGE FICTARIEST Y TREATAN AVERIES WHICH ANALYSIS (AT A MID IT OF THE STREAT HIS Alfalii se ceollach

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CACKTON ACREED TO STS TENOMS each graffor acknowledges having bead all the provisions of this modification of died of trust, and each called adsending the terms. enty to any order extension as monthrocon out also to all stick subsequent univolve

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TH T.

My commission expires LASER PRO, Reg. U.S., Pal. & T.M. Off., Ver. 3.23 (c) 1997 CFLP: Services, Inc. All rights reperved. [DR-0202 ROSDIENLING). OV.]

Hotary Public in and for the State of Pero

Residing at 80/

On this day of County 1977 before me, the undersigned Notary Public, personally appeared 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 suthertiad to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

COUNTY OF

OFFICIAL SEAL ? CHERYLEA K. BANDBERG NOTARY PUBLIC-OREGON purpusos thereig manter ad, and of a COMMISSION NO. 042800 MY COMMISSION EXPIRES MAR. 30, 1999

LENDER ACKNOWLEDGMENT

State of Oregon County of Klamath

	This instrument v	vas acknowledo	ged before me or	
	OFFICIAL SEAL CHERYLEA K. SANDBEI NOTARY PUBLIC-ORECK COMMISSION EXPIRES MAR.	ON NV CO	Muyle To. mission expire	Sardles -
T 8	This Notary Certi	ficate is pre	t entitled	arate page
	nd is attached to	o that documen	Containing at by means of _a	pages
STATE OF OREGON: CO	INTY OF KLAMATH: ss.			
Filed for record at request o of	f S. Val _A.D., 19 <u>98</u> at 2:2 of <u>Mortgage</u>	o'clock P	theM., and duly recorded in Vage 58	2nd day
FEE \$20.00			Bernetha G. Letsch, Co	