

51258

Vol. 1998 Page 559

RECORDATION REQUESTED BY:

'98 JAN -8 P2:06

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Klamath Child Treatment Center, Inc.
1336 Avalon St
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 DECEMBER 30, 1997, BETWEEN Klamath Child Treatment Center, Inc. (referred to below as "Grantor"), whose address is 1336 Avalon St, Klamath Falls, OR 97603; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97603.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated August 5, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on September 13, 1996 in the Klamath County Clerk's Office at Volume M98 at page 20833

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

PARCEL 1: Lots 7 and 8, the Easterly 36 feet of Lot 6, the Southerly 10 feet of the Easterly 36 feet of Lot 3 and the Southerly 10 feet of Lots 1 and 2, Block 7 North KLAMATH FALLS ADDITION, in the County of Klamath, State of Oregon
PARCEL 2: That portion of Lot 5 lying East of State Highway property and all of Lot 5, EXCEPTING the Easterly 36 feet of Lot 6, Block 7 North KLAMATH FALLS ADDITION, in the County of Klamath, State of Oregon

The Real Property or its address is commonly known as 121 Iowa, Klamath Falls, OR 97601.

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

Extend the Maturity date to August 30, 1999

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 charges 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:

Klamath Child Treatment Center, Inc.

By: [Signature]
Authorized Signer, -

By: [Signature]
Authorized Signer, -

LENDER:

South Valley Bank & Trust

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

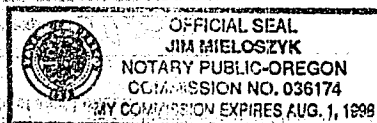
COUNTY OF Klamath

On this 30th day of December, 1997, before me, the undersigned Notary Public, personally appeared Stan Gilbert and Jeannette Louise Gensberg

Authorized Signer and Authorized Signer of Klamath Child Treatment Center, Inc., and known to me to be authorized agent(s) of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: [Signature]
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR
My commission expires 8-7-98



FORM 100 (08/97)
12-30-1997

MODIFICATION OF DEED OF TRUST

1998

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



OFFICIAL SEAL
DENA C. HADWICK
NOTARY PUBLIC-OREGON
COMMISSION NO. 306123
MY COMMISSION EXPIRES OCT. 23, 2001

On this 2 day of January, 1998, 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, 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 Dena C. Hadwick
Notary Public in and for the State of Oregon

Residing at 5215 S 16th St, K Falls OR 97603
My commission expires 10/23/01

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley Bank the 8th day of January, A.D., 1998 at 2:06 o'clock P.M., and duly recorded in Vol. M98 of Mortgages on Page 559

FEE \$15.00

By Bernetha G. Leisch, County Clerk
Kathleen Ross