<b>51742</b> TCS Vis/98 recordation requested b	IY:	'98 J/	IN 16	1:25	Võl.	Mgl_Pag	le_151	5
South Villey Barak & Trust P O Box 5210			un 10 (	i				
Klamath Falls, OR 97601								en l'èlen
HEN RECORDED MAIL TO:								
South Valley Bank & Trust P O Box 5210								
Klamath Fells, OR 97501								
IND TAX NOTICES TO:								
Gayle P Nicholson and William R F	licholsen,	Jr.						
2355 Shaota Way Sulle #1 Klamath Falls, OR 9/003								
							ander Stander der Stander	
					SPACE ABO	VE THIS LINE IS F	or recorde	r's use on

to below as "Grantor"), whose address is 2655 Shesta Way Suite #1, Klamath Falls, OR 97603; and South Vallay Bank & Trust (referred to below as "Lender"), whose address is P O Bex 5210, Klemath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated June 19, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded June 25, 1998 In the office of the Clerk, County of Klameth, State of Oregon, Volume M90, Page 18903, Microfilm #20421.

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

#### See attached Exhibit A

The Real Property or its address is commonly known as 4741 South Sixth Street, Klamath Falls, OR 97603. The Real Property tax Identification number is 3909-0026D-04100.

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

Extend the maturity date to January 31, 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 relain as liable all periles 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 Ceed of Trust does not sign this Modification, then all persons signing below extrawined per 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 AGREES TO ITS TERMS.				
GRANTOR: DA	Date		100	
The first of the	Soft -	× Alithan D=	SA Later	har
Gorie Palicholson		William R Nicholson ch.		1
LENDER:	<b>`</b>			<b>)</b>
South Velley Benk & Trust				
an shal Atuna too				
By: Authorized Officer	······			
	INDIVIDUAL	ACKNOWLEDGMENT		
STATE OF Unegod	•		FFICIAL SEAL	
STATE OF		I BREAK HA	LATURGEON	
COUNTY OF Klamoth	na na filia na lefonan orta la dia subal na si serie sua. Internet	COMM	Y PUBLIC-OREGON ISSION NO. 049053	
COUNTEDE				
COUNT OF NUMPER		MY COMMISS	CN EXPIRES NOV. 16, 1999	· · · · · ·
and a second sec		te-olding at the commission of	CN EXPIRES NOV. 16, 1999	,
On this day before me, the undersigned	Nolary Public, personally apj	Istoricul an anti-	CN EXPIRES NOV. 16, 1999	known to be the
On this day before me, the undersigned individuals described in and who execu voluntary act and deed, for the uses and	ited the Modification of Deec purposes therein mentioned	(Jergano a) (Jergano a) Coarod Gaylo P Nicholson; and Willi I of Trust, and acknowledged that the	CN EXPIRES NOV. 16, 1999	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu	ited the Modification of Deec purposes therein mentioned	(Jergano a) (Jergano a) Coarod Gaylo P Nicholson; and Willi I of Trust, and acknowledged that the	CN EXPIRES NOV. 16, 1999	known to be the as their free and
On this day before me, the undersigned individuals described in and who execu voluntary act and deed, for the uses and	ited the Modification of Deec purposes therein mentioned	(second gaylo P Nicholson; and Willig to Trust, and acknowledged that the	ICN EXPIRES NOV. 16, 1999 am R Nicholson, Jr., to me by signed the Modification 19_52	known to be the as their free and
On this day before me, the undersigned individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand and official seal By Hell Munchibe Notory Public in and for the State of	ited the Modification of Deec purposes therein mentioned	beared Gaylo P Nicholson; and Will tof Trust, and acknowledged that the day of <u>December</u> Rasiding et <u>Kiccus</u>	ICN EXPIRES NOV. 16, 1999 am R Micheison, Jr., to me by signed the Modification 	known to be the as their free and the state the state the state the state the state the state the state the state the state the state the state the state the state the state the state the state the state the state the state th
On this day before me, the undersigned individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand and official seel By Hell Murghton	Ided the Modification of Desc purposes therein mentioned this	beared Gaylo P Nicholson; and Will tof Trust, and acknowledged that the day of <u>December</u> Rasiding et <u>Kiccus</u>	ICN EXPIRES NOV. 16, 1999 am R Nicholson, Jr., to me by signed the Modification 19_52	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand end official seal By	Ided the Modification of Desc purposes therein mentioned this	beared Gaylo P Nicholson; and Will tof Trust, and acknowledged that the day of <u>December</u> Rasiding et <u>Kiccus</u>	CN EXPIRES NOV. 16, 1999 am R INIcholson, Jr., to me sy signed the Modification 	known to be the as their free and
On this day before me, the undersigned individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand and official seal By Hell Munchisco Notory Public in and for the State of	Ided the Modification of Desc purposes therein mentioned this	George Gaylo P Nicholson; and Willig tof Trust, and acknowledged that the day of <u>December</u> Reading at <u>Kicch</u>	CN EXPIRES NOV. 16, 1999 am R INIcholson, Jr., to me sy signed the Modification 	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand end official seal By	Ided the Modification of Desc purposes therein manifored this	George Gaylo P Nicholson; and Willig tof Trust, and acknowledged that the day of <u>December</u> Reading at <u>Kiccus</u> My commission expres	CN EXPIRES NOV. 16, 1999 am R INIcholson, Jr., to me sy signed the Modification 	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand end official seal By	Ided the Modification of Desc purposes therein manifored this	George Gaylo P Nicholson; and Willig tof Trust, and acknowledged that the day of <u>December</u> Reading at <u>Kicch</u>	CN EXPIRES NOV. 16, 1999 am R INIcholson, Jr., to me sy signed the Modification 	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand and official seni By	Inde the Modification of Design purposes therein mentioned this3.0	CKVICAATEDCIAELL	ICN EXPIRES NOV. 16, 1999 am R Inicholson, Jr., to me sy signed the Modification 	known to be the as their free and
On this day before me, the undersigned Individuals described in and who execu- voluntary act and deed, for the uses and Given under my hand end official seal By	Inde the Modification of Desic purposes harein maniformed this3.0	George Gaylo P Nicholson; and Willig tof Trust, and acknowledged that the day of <u>December</u> Reading at <u>Kiccus</u> My commission expres	ICN EXPIRES NOV. 16, 1999 am R Inicholson, Jr., to me sy signed the Modification 	as their free and

that executed the within and foregoing instrument duty authorized by the Londer through its board she is authorized to execute this sold instrument of By	) 88 ) 88 ) 19 <i>GB</i> win to firme to be the nt and acknowledged se of directors or otherwise, and that the seal affixed is directors of the directors of the directors of the directors affine the directors of the directors of the directors directors of the directors of the directors of the directors directors of the directors of th	VOWLEDGMENT         CHERYLEAK, JANDBERG         CHERYLEAK, JANDBERG         NY COMMISSION PUBLIC-OREGON         ON MIDDION NO. 342609         IN COMMISSION PUBLIC-OREGON         ON MIDDION NO. 342609         IN COMMISSION PUBLIC-OREGON         ON MIDDION NO. 342609         IN COMMISSION PUBLIC-OREGON         IN COMMISSION PUBLIC-OREGN         IN COMMISSION PUBLIC-OREGN         IN COMMISSION PUBLIC-OREGN         Residing et SOL Main St.         MY commission expires         3:30 G9         Served [OR-G202 QNICHOLELINGIOVI]
COURTY CF <u>Klamatic</u> On this <u>day of paper</u> and kno itst executed the within and foregoing instrumer duty authorized by the Londer through its board she is authorized to execute this cald instrument of By <u>May Bar Andrew</u> Notary Public in and for the Stole of <u>Day</u> Kotary Public in and for the Stole of <u>Day</u> LASER PRO, Reg. U.S. Pat a T.M. Off., Ver. 3.23 (c) 1997 CFH DAY IF W: <u>May Stole</u> Mathematical Children Mathematical Children Mat	19 <i>GB</i> win torne to be the nt and acknowledged se of directors or otherwise, and that the seal affixed is 25 26 27 27 28 29 20 20 20 20 20 20 20 20 20 20 20 20 20	CHERYLEA K. DANDBERG MYTARY PUBLIC-OREGON CONTRISTING DYNECTICAL Sector MY COMMISSION DYNECTICAL Sector And Commission Dynectical Sector (or the uses and purposes therein montioned, and on oath stated that he or is the corporate seal of sald Lender, for the uses and purposes therein montioned, and on oath stated that he or is the corporate seal of sald Lender, My commission expires 3:30:59 My commission expires 3:30:59 Served [OR-G202 QNICHOLS.LN 01.0VL]
that executed the within and foregoing instrument duty authorized by the Londer through its board she is authorized to execute this sold instrument of By	win torme to be the nt and acknowledged se of directors or otherwise, and that the seal affixed is 2.4 <u>W</u> Proservices, inc. All rights rea	Id instrument to be the free and voluntary sol and deed of the said Lender, for the uses and purposes therein mentioned, and on oath stated that he or is the corporate seal of said Lender. Residing at <u>801 Main 54</u> My commission expires <u>3:30.99</u> served [OR-0202 QNICHOLS.LN C1.0VL]
LASER PRO, Rog. U.S. Pat. & T.M. DIL, Vor. 3.23 (c) 1997 CFU DAMER VIE VIE UNDERCOMMENT OF DESCRIPTION DAMER OF THE COMPANY OF DESCRIPTION DAMER OF THE COMPANY OF DESCRIPTION DAMER OF THE COMPANY OF DESCRIPTION DESCRIPTION OF THE DESCRIPTION DESCRIPTION OF THE DESCRIPTION DESCRIPTION OF THE DESCRIPTION DESCRIPTION OF THE DESCRIPTION OF THE DESCRIPTION DESCRIPTION OF THE DESCRIPTION OF THE D		servad [OR-G202 GNICHOL S.LN C1.OVL]
Gerant Fried Nogia Presentican South Trainentican South Trainent & Vried Lyn Hold Childol	MOIAIDAVE VC	
Gerael Concest Toyla Diskensioun South Yolloy Bonk & Youat Double Holloy Bonk & Youat National Concest		
STRUCTURE		Winners II Archolage as
<ul> <li>(a) Berow et "Carañtor (), vindoe adoreko la valorizar et "Carañtor (), vindoe adorezar et P. D. Bur DERIJ OF FRUGT, Garantor and Landor tavou da DERIJ OF FRUGT, Garanto and Landor tavou da Redordad June 25, 1953 en line outjee Berow et Caragona</li> <li>(b) excertar ATV DINCRIPTICAL, The An-out- bars of Cargona</li> <li>(c) Encode and Carabolic Bellotti, A, Son attached Bellotti, A, E. D. Caragona</li> <li>(c) Carabolic Carabolic Bellotti, A, Son attached Bellotti, A, E. D. Carabolic Carabolic Bellotti, A, E. D. Carabolic Carabolic Bellotti, A, E. D. Carabolic Carabolic Bellotti, Carabolic Carabolic</li></ul>	<ul> <li>Kerna, Klamatir Fatta, Kamatir Fatta, Klamatir Fatta, Strukt, Kamatir Fatta, Kerna, Kerna,</li></ul>	<ul> <li>Wouled Jona (B) 1050 (the "Ocea of "Hist" - Standard and State of Cornin, State of Cornin, State of Cornin, Volume Med, Page 19602, Alerkolfin Spart, State of Cornin, State of State of Cornin, State of</li></ul>
	ODIFICATION (	of deed of trust
<ul> <li>NECORDATION ASPONESTED BY:</li> <li>South Varey Garlet Threat</li> <li>P.O. Bay STID</li> <li>P.O. Bay STID</li> <li>MMISH RECORDED AMAR. TO:</li> <li>WMISH RECORDED AMAR. TO:</li> <li>Stouth Wiley Bank &amp; Frust</li> <li>Stouth Wiley Bank &amp; Frust</li> <li>P.O.Boy SZID</li> <li>Stouth Falla, CR. 97(61)</li> </ul>	ر ۱۱۹۰ کر ۲۳۰۰ کر ۲۳۰۰ کر	11:25 PERCENTER PROPERTIES OF THE PROPERTIES OF

S. 1997 - 19

1517

## PARCEL I

1

A portion of the SE1/4 of the NW1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 1/2 inch iron pin which bears North 88 degrees 59' 04" East 905.0 feet and North 0 degrees 35' West 322.88 feet from the iron pin marking the Southwest corner of said SE1/4 of the NW1/4, said beginning point being the Northeast corner of parcel conveyed by Harry R. Waggoner to Wayne N. Horton by deed recorded in Volume M77, page 1215, Microfilm of last-mentioned parcel, 122.52 feet to a P.K. nail; thence South 45 degrees 25' West 27.79 feet to a P.K. nail; thence North 0 degrees 35' West 62.0 feet to a 1/2 inch iron pin; thence South 88 degrees 35' East 74.51 feet to a 1/2 inch iron pin; thence North 0 degrees 35' West 155.0 feet to a point; thence North 89 degrees 25' East 68.0 feet to a point; thence South 0 degrees 35' East 222.12 feet, more or less, to the point of

TOGETHER WITH easement for utility purposes as shown in instrument recorded January 21, 1977, in Deed Volume M77, page 1215, Microfilm Records of Klamath County, Oregon.

## PARCEL 2

Beginning at an iron pin which bears South 88 degrees 05' West 20.4 feet and North 0 degrees 59' West 560 feet and South 89 degrees 25' West 245.5 feet from the iron pin which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 89 degrees 25' West, parallel with the most Southerly line of Pleasant Home Tracts, 300 feet to a point; thence North 0 degrees 25' West 157.6 feet, more or less, to a point on the South line of Lot 6, Pleasant Homes Tracts; thence North 89 degrees 25' East along said Southerly line of Pleasant Home Street, 157.6 feet, more or less, to the point of beginning.

# PARCEL 3

The Southerly 97.7 feet of Lot 6, Pleasant Home Tracts, LESS AND EXCEPTING the West 12 feet thereof, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

# PARCEL 4

Lot 3, PLEASANT HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

# PARCEL 5

2

A portion of the SE1/4 of the NW1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 3/4 inch iron pipe on the North line of said SE1/4 of the NW1/4 which bears North 89 degrees 24' 30" East 660.2 feet from the iron axle marking the Southwest corner of Lot 82, Pleasant Home Tracts; thence South 0 degrees 35' East 1020.2 feet to a concrete nail set 0.2 feet South of a pipe fence post; thence South 89 degrees 30' 55" East 82.5 feet to a point; thence South 0 degrees 35' East 279.46 feet to a point on the Northerly degrees 59' 04" East, along said right of way line, 20.0 feet to a point; thence North 88 degrees 35' West 330.93 feet to a 1/2 inch iron pin; thence South 88 degrees 35' East 74.51 feet to a 1/2 inch iron pin; thence North 0 degrees 35' West 449.3 feet, floore or less, to a point which is 97.7 feet North of the South line of Lot 6, Pleasant flome Tracts; thence South 89 degrees 25' West 12.0 feet to a point on the West line of said Lot 6, Pleasant Home Tracts; thence North 0 degrees 35' West 519.83 freet, more or less, to the North line of said SE1/4 of the NW1/4; thence South 89 degrees 24' 30" West along said North line, 165.0 feet, more or less, to the point of beginning.

TOGETHER WITH an easement 10 feet in width for road nurposes as shown by instrument dated December 1, 1976, accorded December 17, 1976 in Deed Volume M76, page 20164, Microfilm Records of Klamath County Oregon

State of Oregon County of Klamath

OFFICIAL SEAL

HAL STURGEON NOTARY PUBLIC-OREGON

COMMISSION NO. 049053 MY COMMISSION EXPIRES NOV. 16, 1989

Auncios

My commission expires: Nov. 14 1661

1518

This Notary Certificate is prepared on a separate page and is attached to the document entitled <u>Modycohis</u> <u>4 David of Trast</u> containing <u>2</u> pages and is attached to that document by means of  $\frac{5+ay/y}{x}$ .

STATE OF OREGON: COUNTY OF KLAMATH : ss.

	•	of South Valley Bank the 16th day
Filed for r	ecord at reques	A D 19 98 ai 1:25 o'clock P. M., and duly recorded in Vol. M98,
01	Jandary	Mortgages on Page 1515
		OIBernetha G. Letsch, County Clerk
FEE	\$25.00	By <u>rattum r</u>
		이 가는 것 같은 것 같아요. 이 가 있는 것 같아요. 이 가 있는 것 같아요. 가 가 가 가 나 있는 것 같아요. 이 가 가 가 가 나 가 나 가 나 가 나 가 나 가 나 가 나 가 나