TLS 1/13/98 52675

RECORDATION REQUESTED BY: '98 FEB -5 10:32 Vol. M98 Page 3627

South Valley Bank & Trust
P O Box 5310
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
P O Box 5310
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Clyde Collins and Linda J Collins
14815 South Broadway
Gardena, CA 90248

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 20, 1997, BETWEEN Clyde Collins and Linda J Collins, as TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is 14815 South Broadway, Gardena, CA 90248; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5310, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated December 20, 1993 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on December 27, 1993 in the office of the County Clerk of Klamath County at page 34599, Volume M93.

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

The SW 1/4 NE 1/4, S 1/2 SE 1/4 NE 1/4, N 1/2 SE 1/4, AND E 1/2 SE 1/4 SE 1/4, Less the South 628 feet thereof, of Section 22, Township 38 South, Range 11 1/2 East of the Willamette Meridian, SAVING AND EXCEPTING that portion lying within the county road.

The Real Property or its address is commonly known as **Hildebrand Road, Dairy, OR 97625.** The Real Property tax identification number is 3811V 2200 600 and 3811V 2200 400.

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

Extend Maturity date to September 30, 1998 and increase principal amount to $300,000.00

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:

1/8/98 1/8/98

X Clyde Collins

Linda J Collins

LENDER:

South Valley Bank & Trust

By: Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Los Angeles)

On this day before me, the undersigned Notary Public, personally appeared Clyde Collins and Linda J Collins, 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 my hand and official seal this 29th day of January, 98

By Deborah J Fennell Residing at Manhattan Beach, CA. 90247

Notary Public in and for the State of California My commission expires November 8, 2000

Deborah J Fennell
Commission # 1181 [illegible]
Notary Public - California
Los Angeles County
My Comm. Expires Nov 8, 2000

LASER PRO, Reg. U.S. Pat. & Tm. Off., Ver. 3.25 (c) CFI ProSoft, Inc. 1993-1997 All rights reserved. [illegible] PR-MODIFICATION [illegible]

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

OFFICIAL SEAL
TINA M. FISHER
NOTARY PUBLIC-OREGON
COMMISSION NO. 049784
MY COMMISSION EXPIRES JUL 27, 1999

On this 12th day of January 19 98, before me, the undersigned Notary Public, personally appeared John Foty and known to me to be the Vice-President, 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 Tina M Fisher Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires 7-27-99

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STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of South Valley Bank the 5th day of February A.D., 19 98 at 10:32 o'clock A. M., and duly recorded in Vol. M98, of Mortgages on Page 3627.

Bernetha G. Letsch, County Clerk

FEE $15.00 By Kathleen Ross