

60870

RECORDATION REQUESTED BY:

BANK OF SOUTHERN OREGON
1455 EAST McANDREWS ROAD
MEDFORD, OR 97504

98 JUN 25 P3:39

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WHEN RECORDED MAIL TO:

BANK OF SOUTHERN OREGON
1455 EAST McANDREWS ROAD
MEDFORD, OR 97504

SEND TAX NOTICES TO:

HUGH PITTAM and SUSAN PITTAM
5743 MCLAUGHLIN
CENTRAL POINT, OR 97502

AMERITILE, has recorded this
Instrument by request as an accommodation 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.

MTC 1396-9185

8808-90004

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 11, 1993, BETWEEN HUGH PITTAM and SUSAN PITTAM (referred to below as "Grantor"), whose address is 5743 MCLAUGHLIN, CENTRAL POINT, OR 97502; and BANK OF SOUTHERN OREGON (referred to below as "Lender"), whose address is 1455 EAST McANDREWS ROAD, MEDFORD, OR 97504.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 1, 1993 (the "Deed of Trust") recorded in JACKSON County, State of Oregon as follows:

RECORDED ON SEPTEMBER 30, 1993 AT 3:15PM IN KLAMATH COUNTY, OREGON 97601.

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

LOT 7, BLOCK 1, TRACT 1017, MOUNTAIN LAKE HOMESITES, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

The Real Property or its address is commonly known as 23207 VARNEY CREEK ROAD, KLAMATH FALLS, OR 97601.

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

MATURITY DATE EXTENDED UNTIL JUNE 10, 2006. PRINCIPAL AMOUNT CHANGED TO \$35,000.

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 remain as liable all parties to the Deed of Trust and all parties, makers and endorers 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:

x Hugh Pittam
HUGH PITTAM

x Susan Pittam
SUSAN PITTAM

LENDER:

BANK OF SOUTHERN OREGON

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Jackson) ss



On this day before me, the undersigned Notary Public, personally appeared HUGH PITTAM and SUSAN PITTAM, 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 18 day of June, 19 98.
By Cindy J. Glover Residing at _____
Notary Public in and for the State of Oregon My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 19____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Amerititle the 25th day
of June A.D., 19 98 at 3:39 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 22328.

FEE \$15.00

By Bernetha G. Letsch County Clerk
Kathleen Rose