

63768

RECORDATION REQUESTED BY:

South Valley Bank and Trust
803 Main Street
5215 South Sixth St.
Klamath Falls, OR 97601

'98 JUL 31 P3:26

Vol. M98 Page 28236

WHEN RECORDED MAIL TO:

South Valley Bank and Trust
803 Main Street
5215 South Sixth St.
Klamath Falls, OR 97601

ATTN: Tammy

SEND TAX NOTICES TO:

Mickey D. Cummings and Ester J. Cummings
P O Box 41
Klamath Falls, OR 97601

AMERITITLE, has recorded this
Instrument by request as an accomodation 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 1396-9286

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 27, 1998, BETWEEN Mickey D. Cummings and Ester J. Cummings, as Tenants by the Entirety (referred to below as "Grantor"), whose address is P O Box 41, Klamath Falls, OR 97601; and South Valley Bank and Trust (referred to below as "Lender"), whose address is 803 Main Street, 5215 South Sixth St., Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated July 1, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded August 29, 1996, in Volume M96, page 26750, microfilm #23989, modified and recorded on July 29, 1997, in Volume M97, page 24105, microfilm #42112, Klamath County Oregon.

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

Lots 9A, 9B, 10A, 10B, 11B, 12A, 12B, and 13A, Block 7, Railroad addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 534 Spring Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-034DD-02400.

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

Extend the maturity date to August 20, 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 retain 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 Mickey D. Cummings
Mickey D. Cummings

X Ester J. Cummings
Ester J. Cummings

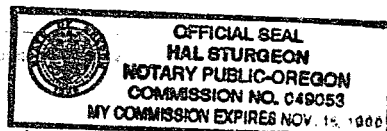
LENDER:

South Valley Bank and Trust

By Hal Sturgeon
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Mickey D. Cummings and Ester J. Cummings, 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.

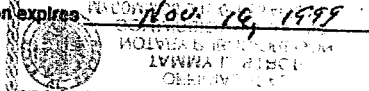
Given under my hand and official seal this 28th day of July, 19 98.

By Hal Sturgeon

Residing at Klamath

Notary Public in and for the State of Oregon

My commission expires Nov. 15, 1998



FEMDES ACKNOWLEDGMENT

FORM NO 303311
01-31-1988

MODIFICATION OF DEED OF TRUST

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath

ss



On this 31st day of July, 1998, before me, the undersigned Notary Public, personally appeared Nat Strop and known to me to be the Notary Public, 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.

Notary Public in and for the State of

Oregon

Residing at

Klamath Falls, Oregon

My commission expires

April 14, 2002

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STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of AMERITITLE the 31st day of JULY A.D., 19 98 at 3:26 o'clock P M., and duly recorded in Vol. M98 of Mortgages on Page 28236.

FEE \$15.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross

MODIFICATION OF DEED OF TRUST

SEND TAX NOTICES TO:

Klamath Falls, OR 97601
2512 20th St
803 Main Street
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

Klamath Falls, OR 97601
2512 20th St
803 Main Street
Klamath Falls, OR 97601

RECORDATION REQUESTED BY:

03/28/98

OR 7/31/98

1998

28237