

RECORDATION REQUESTED BY:

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

98 Dec -7 AM 11:00

Vol. 1118 Page 44532

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

DONALD DAVIS
4951 GRIFFIN CR. RD.
MEDFORD, OR 97501

MTC 36483

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 25, 1998, BETWEEN DONALD DAVIS (referred to below as "Grantor"), whose address is 4951 GRIFFIN CR. RD., MEDFORD, OR 97501; 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 January 23, 1996 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED APRIL 1ST, 1996, DOCUMENT # 15704, VOL 9496, PAGE 9994 IN 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:

PARCEL 1 OF PARTITION NO. 57-84 FILED JANUARY 9, 1995 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON AND BEING LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 43441 HWY 62, CHILOQUIN, OR 97624. The Real Property tax identification number is 3407-018CC-00100/00101.

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

INCREASE AMOUNT TO \$88,200.00, CHANGE MATURITY DATE TO 06/30/00.

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 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 Donald Davis
DONALD DAVIS

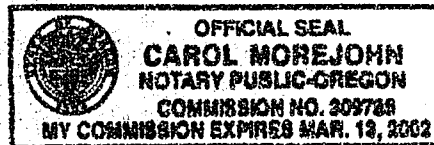
LENDER:

BANK OF SOUTHERN OREGON

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson



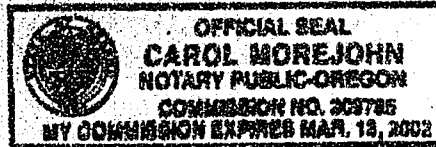
On this day before me, the undersigned Notary Public, personally appeared DONALD DAVIS, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of November, 19 98.
By Carol Morejohn Residing at Eagle Point OR
Notary Public in and for the State of Oregon My commission expires 3-13-02

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson) ss



On this 30th day of November, 1998, before me, the undersigned Notary Public, personally appeared Steve Hussey and known to me to be the Loan Officer, 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 Carol Morejohn Residing at Eagle Point, OR
Notary Public in and for the State of Oregon My commission expires 3-13-02

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STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Amarititle the 7th day
of December A.D., 1998 at 11:00 o'clock A. M., and duly recorded in Vol. M98
of Mortgages on Page 44532

FEE \$15.00

By Bernetha G. Letsch County Clerk
Bernetha G. Letsch