

70958

RECORDATION REQUESTED BY:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

98

DEC -7

Vol. 1142 Page 44643

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Harvey W Houston and Charleen Kay Houston
1004 Newcastle
Klamath Falls, OR 97601

AMERITITLE, 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.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MTC 1396-9558

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 12, 1998, BETWEEN Harvey W Houston and Charleen Kay Houston, as tenants by the entirety (referred to below as "Grantor"), whose address is 1004 Newcastle, Klamath Falls, OR 97601; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated July 15, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded July 18, 1997 in the office of Klamath County, Book M97 page 22739

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

Lots 28, 29, 30, 31, 32, 33, 34 and 35, Block 17, INDUSTRIAL 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 Holly Street, Klamath Falls, OR 97601.

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

To extend the maturity date of the note to April 10, 1999

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:

Harvey W Houston
Harvey W Houston

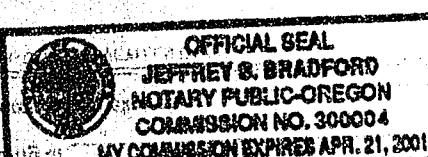
Charleen Kay Houston
Charleen Kay Houston

LENDER:

South Valley Bank & Trust

By: *Jeffrey S. Bradford*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

On this day before me, the undersigned Notary Public, personally appeared Harvey W Houston and Charleen Kay Houston, 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 24th day of November, 19 98.

By *Jeffrey S. Bradford*

Residing at 801 Main, K. Falls, OR 97603

Notary Public in and for the State of Oregon

My commission expires 4/21/01

CLERK OF

LENDER ACKNOWLEDGMENT

FORM NO 983002

11-15-1998

MODIFICATION OF DEED OF TRUST

11/12/98

11/12/98