

72186

Vol. 198 Page 47479

RECORDATION REQUESTED BY:

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

DEC 29 AM 11:37

WHEN RECORDED MAIL TO:

South Valley Bank & Trust - Attn: Cyndy
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

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

AMERTITLE, 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 1396-9601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 24, 1998, BETWEEN Denis Barry (referred to below as "Grantor"), whose address is 30068 Modoc Point Rd, Chiloquin, OR 97624; 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 December 2, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded in the records of Klamath County on December 8, 1997, Volume M97, Page 38790

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

All that portion of Government Lots 11 and 14 in Section 32, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of State Highway No. 427.

The Real Property or its address is commonly known as 30068 Modoc Point Rd, Chiloquin, OR 97624. The Real Property tax identification number is 3507-03200-01000.

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

Extend maturity date to December 1, 1999 and decrease interest rate to Prime + 1.50% from Prime + 2.00%

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:

Denis Barry

X Denis Barry

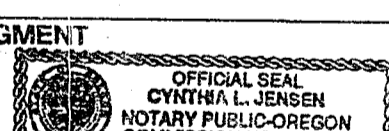
LENDER:

South Valley Bank & Trust

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS

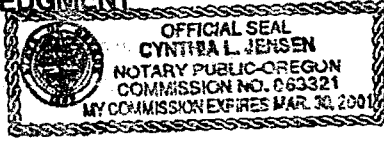


On this day before me, the undersigned Notary Public, personally appeared Denis Barry, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 24th day of December, 1998
By Cynthia L. Jensen Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 3/30/2001

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss



On this 24th day of December, 19 98, before me, the undersigned Notary Public, personally appeared Randy J. Alves 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 Cynthia L. Jensen Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 3/30/2001

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 29th day
of December A.D., 19 98 at 11:37 o'clock A.M., and duly recorded in Vol. M98
of Mortgages on Page 47479

FEE \$15.00

By Kathleen Jones
Bernetha G. Letsch, County Clerk

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