

77268  
RECORDATION REQUESTED BY:  
South Valley Bank and Trust  
P O Box 5210  
Klamath Falls, OR 97601

'99 Mar 31 P 3:37

Vol. M 99 Page 11578

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Stuart Woolley and Melinda Woolley  
P O Box 1720  
Klamath Falls, OR 97601

NOT 47759

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 31, 1999, BETWEEN Stuart Woolley and Melinda Woolley, Husband and Wife (referred to below as "Grantor"), whose address is P O Box 1720, Klamath Falls, OR 97601; and South Valley Bank and 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 May 20, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on May 28, 1996 at the Klamath County Clerk's Office, Volume M96, page 15391. Instrument # 18779

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

A parcel of land situated in Lot 5, Block 3, ORIGINAL TOWN OF LINKVILLE, now the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Westerly corner of Lot 5 of said Block 39, thence from said point of beginning South 50 degrees 50' East along the Southwesterly line of said Lot 5, 112.25 feet to a point; thence North 39 degrees 05' East parallel to the Southeasterly line of said Lot 5, 25.09 feet to the center of an existing building wall, thence North 50 degrees 55' West parallel to the Southwesterly line of said Lot 5 and along the center of said building wall 112.25 feet to a point on the Northwesterly line of said Lot 5, thence South 39 degrees 05' West along the Northwesterly line of said Lot 5, 25.09 feet to the point of beginning.

TOGETHER WITH an easement 3.00 feet in width for purposes of ingress and egress and maintenance purposes more particularly described as follows:

Beginning at a point on the Southwesterly line of said Lot 5, from which the most Westerly corner of Lot 5 bears North 50 degrees 55' West 112.25 feet, thence from said point of beginning North 39 degrees 05' East parallel to the Southeasterly line of said Lot 5, 25.09 feet, thence South 50 degrees 55' East parallel to the Southwesterly line of said Lot 5, 3.00 feet, thence South 39 degrees 05' West parallel to the Southeasterly line of said Lot 5, 25.09 feet to the Southwesterly line of said Lot 5, thence North 50 degrees 55' West along the Southwesterly line of said Lot 5, 3.00 feet to the point of beginning.

The Real Property or its address is commonly known as 700 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-032AA-14600.

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

Increase the Loan Amount from \$162,000.00 to \$217,882.00

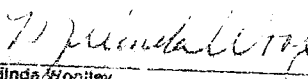
FUTURE ADVANCES: This Deed of Trust secures in addition to the amounts specified in the Note, future advances in an unlimited amount, together with all interest thereon, which future advances Lender is obligated to make so long as Grantor complies with all the terms and conditions of the Note or other loan agreement.

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, 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.

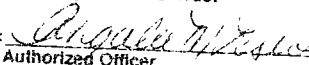
GRANTOR:

x   
Stuart Woolley

x   
Melinda Woolley

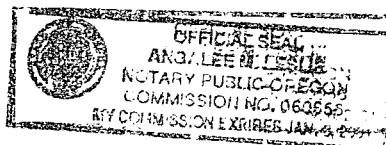
LENDER:

South Valley Bank and Trust

By:   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this day before me, the undersigned Notary Public, personally appeared Stuart Woolley and Melinda Woolley, 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 31 day of March, 19 1999.  
By Angela Lee M. Leslie Residing at 3744 NW 1st, Medford, OR 97504  
Notary Public in and for the State of Oregon My commission expires Jan 1, 2001

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 \_\_\_\_\_

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26 (c) 1989 CFI Pro Services, Inc. All rights reserved. [OF - 0202 SWOLEY LN CHICAGO, IL]

STATE OF OREGON - COUNTY OF KLAMATH: SS

Filed for record at request of AMERITITLE the 31st day  
of MARCH A.D. 1999 at 3:37 o'clock P. M., and duly recorded in Vol. M99  
of MORTGAGES on Page 11578

FEE

15.00

Linda Smith, County Clerk  
by Kathleen Rose