21867 RECORDATION REQUESTED BY: P3:44 ال - يال South Veiley Bank and Trust P (1 Box 5210 Klameth Felis, CR 97501 WHEN RECORDED MAIL TO: South Valley Bank and Trust P C Box 5210 Klemaih Feils, OR 97601 AMERITATE, has recorded this SEND TAX NOTICES TO: Instrument by request as an accompaction only, and has not examined it for regularity and sufficiency Martin I Monti and Janet L Monti or as to its effect upon the title to any real property aus Front Street Klamnih Felle, OH 97601 that raciy be described inerein. SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY MC, 1396-1006 MODIFICATION OF DEED OF TRUST THIS IMODIFICATION OF DEED OF TRUST IS DATED MAY 24, 1999, BETWEEN Martin I Month and Junet L Month, as TENANTS BY THE ENTIRETY (referred to below as "Crantor"), whose address is 641 Front Street, Klamath Falls, OR 97601; and South Valley Bank and Trust (referred to below as "Lunder"), whose address is P C Box 5210, Klamath Falls, OR 97601. DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 24, 1993 (the "Deed of Trust") recorded in Klamath County. Recorded on October 1, 1993 in the office of the County Clerk of Klamath County, Oregon, Volume M93, Page 25447; Modified on October 28, 1994 and Recorded on December 8, 1994 Volume M94 at page 37274; Modified on April 7, 1998 and recorded on April 29, 1998 Volume M98, Page 14318; reception #57271 State of Oregon as follows: REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, The East one-half of Lot 1, Block 6, FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. State of Oregon: The Fieal Property or its address is commonly known as 1112 Fulton Street, Klarnath Falls, OR 97601. MODIFICATION. Granter and Lender hereby modify the Deed of Trust as follows: 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 obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Deed of Trust and all parties, 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, makers and endorsers to the Note, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not including accommodation makers, shall not be released by virtue of this Modification is given conditionally, based on the representation to Lender sign links Modification, then all persons signing below acknowledge that this Modification or otherwise will not be released by it. This valver applies not only to any initial extension or modification but also to all such subsequent actions. Extend the Muturity date to October 30, 1939 EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE POVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: Martin I Monti South Valley Bank and Trust Authorized Officer INDIVIDUAL ACKNOWLEDGIVIENT OFFICIAL SEAL K. L. VOH TERSCH STATE OF ORCEON NOTARY PUBLIC-OREGON

COMMY SUBJECT ONE CONTROL STORY SUBJECT ON NO. 055675

MY COMMISSION N

On this day before me, the undersigned world year of trust, and acknowledged that they signed the Modification as their regard described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their regard described in and purposes therein mentioned.

Given under my leant and official seal this 24 day of May of May of May of Kinn Ah falls of By A Least Texast

Residing at 50 / May of Kinn Ah falls of My commission expires 07/10/00

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## MODIFICATION OF DEED OF TRUST (Continued)

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Loan No 203483 LENDER ACKNOWLEDGMENT STATE OF \_\_\_ On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared 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 could shall be accorded to execute this said instrument and that the real affixed is the corporate seal of said Lender. Residing at \_ tily commission expires \_ Notary Public in and for the State of \_\_\_ LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 9.25 (c) 1909 CFI ProServices, Etc. All rights reserved. [OR-G202 MONTI94.LN C1.OVL]

State of Oregon, County of Klamath Recorded 6/02/99, at 3:44 p.m. In Vol. M99 Page 21867 Linda Smith, County Clerk

Fees 15-Kinda Smith