

RECORDATION REQUESTED BY:

South Valley Bank and Trust
P O Box 5216
Klamath Falls, OR 97601

Vol M99 Page 27059

WHEN RECORDED MAIL TO:

1999 JUL -7 AM 1: 29

South Valley Bank and Trust
P O Box 5216
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Eibert G Henderson and Annette M Henderson
3007 Anderson Ave
Klamath Falls, OR 97603

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.

MTC 13916-1098

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 24, 1999, BETWEEN Eibert G Henderson and Annette M Henderson (referred to below as "Grantor"), whose address is 3007 Anderson Ave, Klamath Falls, OR 97603; and South Valley Bank and Trust (referred to below as "Lender"), whose address is P O Box 5216, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated August 25, 1987 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Original Trust Deed Recorded on September 3, 1987 in the Klamath County Clerk's Office Volume M87 at page 15982; Modified on September 29, 1987 recorded on October 24, 1987 Volume M87 at page 34979; Modified on December 30, 1987 recorded February 20, 1988, Volume M88 at page 5486, Modified February 27, 1988 recorded March 11, 1988 Volume M88 page 7937

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

See attached Exhibit A

The Real Property or its address is commonly known as 3007 Anderson Ave, Klamath Falls, OR 97601.

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

Cross-collateralize with loan no. 302969 dated April 4, 1997 and extend the maturity date to September 5, 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:


Eibert G Henderson


Annette M Henderson

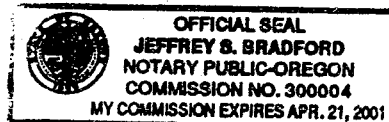
LENDER:

South Valley Bank and Trust

By: 
Authorized Officer


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared Eibert G Henderson and Annette M Henderson, 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 25th day of June, 19 99.

By: 
Notary Public in and for the State of Oregon Residing at 201 Main St. K. Falls OR
My commission expires 4/21/01

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 _____

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State of Oregon, County of Klamath
Recorded 7/07/99, at 11:29 a.m.
In Vol. M99 Page 27059
Linda Smith,
County Clerk Fee \$15⁰⁰ RL

MODIFICATION OF DEED OF TRUST

AND WHEREFORE THE LENDER REQUESTS THAT THE DEED OF TRUST BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF KLAMATH, OREGON, IN THE NAME OF THE LENDER, AND THAT THE DEED OF TRUST BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF KLAMATH, OREGON, IN THE NAME OF THE LENDER, AND THAT THE DEED OF TRUST BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF KLAMATH, OREGON, IN THE NAME OF THE LENDER.

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