

TLS 7123
RECORDATION REQUESTED BY:

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

Vol M99 Page 29779

WHEN RECORDED MAIL TO:

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

1999 JUL 26 PM 3:32

SEND TAX NOTICES TO:

Kenneth S A Cooney and Maria Cooney
34800 Keno Springs Rd
Bonanza, OR 97623

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.

MTS 1396-1169

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 21, 1999, BETWEEN Kenneth S A Cooney and Maria Cooney, as tenants by the entirety (referred to below as "Grantor"), whose address is 34800 Keno Springs Rd, Bonanza, OR 97623; 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 27, 1993 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on July 29, 1993 at the County Clerk's Office in Klamath County, Volume M93 at page 18603; Modified on September 14, 1994, Volume M94 at page 28912; Modified on August 11, 1995, Volume M95 at page 21391; Modified on September 23, 1996, Volume M96 at page 30086; Modified on August 13, 1998, Volume M98 at page 29798

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

Lots 10 and 11, Block 209 MILLS SECOND 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

The Real Property or its address is commonly known as 2109, 2111, 2113 and 2121 Radcliffe, Klamath Falls, OR 97601.

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

Extend Maturity date to July 15, 2000

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

x

Kenneth S A Cooney

x

Maria Cooney

LENDER:

South Valley Bank and Trust

By:

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

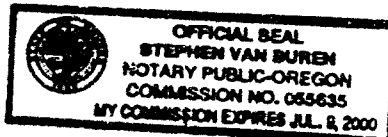
STATE OF

Oregon

COUNTY OF

Klamath

SS



On this day before me, the undersigned Notary Public, personally appeared Kenneth S A Cooney and Maria Cooney, 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

22nd

day of

July

19

99

By:

Stephen Van Buren

Residing at

Klamath Falls

Notary Public in and for the State of

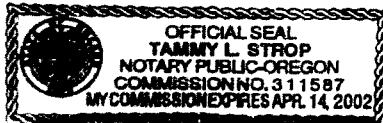
Oregon

My commission expires

July 9, 2000

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss



On this 22nd day of July, 1999, before me, the undersigned Notary Public, personally appeared Sigmen Vandner and known to me to be the Lending 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 Tammy L. Strop Residing at 803 Main St K40 97601
Notary Public in and for the State of Oregon My commission expires April 14, 2002

State of Oregon, County of Klamath
Recorded 7/26/99, at 3:32 p. m.
In Vol. M99 Page 29779
Linda Smith,
County Clerk Fee \$ 15 RR