

1999 AUG 27 AM 11:43

RECORDATION REQUESTED BY:

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

Vol M99 Page 34686

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Richard R Batsell and Katherine A Batsell  
10403 Wildwood Lane  
Klamath Falls, OR 97603

*L.T.*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 22, 1999, BETWEEN Richard R Batsell and Katherine A Batsell (referred to below as "Grantor"), whose address is 10403 Wildwood Lane, Klamath Falls, OR 97603; 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 September 24, 1987 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on September 30, 1987 at the Klamath County Clerk's Office, Volume M87, page 17759, reception #79933

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 2405 Gettle, Klamath Falls, OR 97603.

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

Extend the Maturity date to September 30, 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:

x Richard R Batsell  
Richard R Batsell

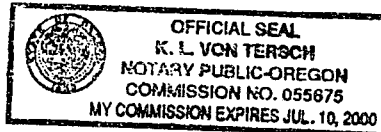
x Katherine A Batsell  
Katherine A Batsell

LENDER:

South Valley Bank and Trust  
By: K. L. Von Tersch  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF Klamath ) SS



On this day before me, the undersigned Notary Public, personally appeared Richard R Batsell and Katherine A Batsell, 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 23<sup>rd</sup> day of July, 19 99

By K. L. Von Tersch Residing at 801 Main St

Notary Public in and for the State of OREGON My commission expires 07/10/00

*20<sup>02</sup>*

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath ) SS



On this 23rd day of July, 1999, before me, the undersigned Notary Public, personally appeared K. L. GONTERSCH 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 [Signature] Residing at Klamath Falls, Oregon  
Notary Public in and for the State of OREGON My commission expires 5-11-2002

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Unofficial Copy

GENERAL TAX NOTICE TO  
THE RELEVANT OFFICE  
OF THE RELEVANT BANK

EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of Lots 15 through 18 in Block 6, ST. FRANCIS PARK, in the County of Klamath, State of Oregon, described as follows:

Beginning at the Northwest corner of Lot 18 of Block 6 in St. Francis Park and running thence South along the West line of said Lot, 46 feet 8 inches to an iron pin which marks the true point of beginning; thence East to an iron pin on the East line of Lot 15 in said Block 6 which is 46' 8" South from the Northeast corner of said Lot 15; thence South along the East line of said Lot 15 a distance of 46' 8" to an iron pin; thence West to an iron pin on the West line of Lot 18 which is South along said West line a distance of 46' 8" from the point of beginning; thence North along the West line of said Lot 18 to the point of beginning, all being the center 46' 8" of Lots 15 through 18 in Block 6 in St. Francis Park.

*R.R. B.*  
*K.A.B.*

State of Oregon, County of Klamath  
Recorded 8/27/99, at 11:43 a.m.  
In Vol. M99 Page 34686  
Linda Smith,  
County Clerk      Fee \$ 20<sup>00</sup>