

**RECORDATION REQUESTED BY:**

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

Vol M99 Page 48440

1999 DEC -8 PM 3:39

**WHEN RECORDED MAIL TO:**

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

Attn:  
Cyndy

**SEND TAX NOTICES TO:**

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

AMERTITLE, 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 1596-1465

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 30, 1999, BETWEEN Denis Barry (referred to below as "Grantor"), whose address is 30068 Modoc Point Rd, Chiloquin, OR 97624; and South Valley Bank & 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 December 2, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded in the records of Klamath County on December 8, 1997, Volume M97, Page 39790, reception 49704; Modified on December 24, 1998 and recorded on December 29, 1998, Volume M98, page 4749, reception #72186

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

All that portion of Government Lots 11 and 14 in Section 32, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of State Highway No. 427.

The Real Property or its address is commonly known as 30068 Modoc Point Rd, Chiloquin, OR 97624. The Real Property tax identification number is 3507-03200-01000.

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

Extend maturity date to December 1, 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 endorers 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 Denis Barry  
Denis Barry

**LENDER:**

South Valley Bank & Trust

By:

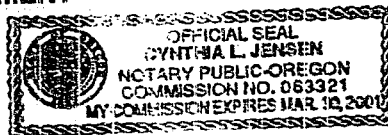
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon

) SS

COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Denis Barry, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of December, 19 99

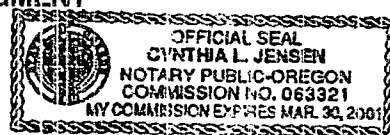
By Cynthia L. Jensen Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires 3/30/2001

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LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath ) SS



On this 30<sup>th</sup> day of November, 19 99, before me, the undersigned Notary Public, personally appeared Kathleen and known to me to be the owner, 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 Cynthia L. Jensen Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 3/30/2001

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State of Oregon, County of Klamath  
Recorded 12/08/99, at 3:39pm.  
In Vol. M99 Page 48440  
Linda Smith,  
County Clerk Fee \$ 15<sup>00</sup>