

RECORDATION REQUESTED BY:

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

Vol M99 Page 49264

WHEN RECORDED MAIL TO:

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

1999 DEC 15 AM 11:42

SEND TAX NOTICES TO:

R C Wendt and Carol Wendt
2120 Fairmont
Klamath Falls, OR 97601

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 1396-1479

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 7, 1999, BETWEEN R C Wendt and Carol Wendt, Husband and Wife (referred to below as "Grantor"), whose address is 2120 Fairmont, Klamath Falls, OR 97601; 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 April 22, 1999 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on April 29, 1999 at the Klamath County Clerk's Office, Volume M99, page 16050

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

Lot 4, 5 and 6 in Block 14 of IRVINGTON HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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

Increase the Loan Amount from \$400,000.00 to \$650,000.00

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 endorser 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 R C Wendt

X Carol M. Wendt
Carol Wendt

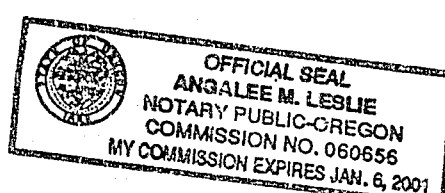
LENDER:

South Valley Bank & Trust

By: Angalee M. Leslie
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) SS



On this day before me, the undersigned Notary Public, personally appeared R C Wendt and Carol Wendt, 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 7 day of December, 19 99

By Angalee M. Leslie Residing at 501 Main St. K7097601

Notary Public in and for the State of Oregon My commission expires Jan. 06, 2001

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LENDER ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

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 12/15/99, at 11:42 a.m.
In Vol. M99 Page 49264
Linda Smith,
County Clerk Fee \$ 15⁰⁰