RECORDATION REQUESTED BY:

South Valley Bank & Trust 803 Main Street P.O. Box 5210 Klamath Falls, OR 97601

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WHEN RECORDED MAIL TO:

South Valley Bank & Trust 803 Main Street P.O. Box 5210 Klamath Falls, OR 97601 200 FEB -7 MII: 36

SEND TAX NOTICES TO:

South Valley Bank & Trust 803 Main Street P.O. Box 5210 Klamath Falls, OR 97601 AMERITITLE, has recorded this instrument by request as an accomposition 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 1396-1591

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 31, 2000, is made and executed between Harvey W Houston and Charleen K Houston; as tenants by the entirety ("Grantor") and South Valley Bank & Trust, 803 Main Street, P.O. Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 6, 1994 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 8, 1994 at the Klamath County Clerk's Office, Volume M94, page 28356, instrument #87682; Modified on November 12, 1998, recorded on December 7, 1998, Volume M98, page 44641, instrument #70985; Modified on October 26, 1999, recorded on November 10, 1999, Volume M99, page 44904.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Lots 30, 31, 32, 33, 34 and 35, Block 17, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon The Real Property or its address is commonly known as OR.

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

Extend the Maturity date to April 10, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 31, 2000.

GRANTOR: Wey W. M. Houston, Individually LENDER: INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL JEFFREY 8. BRADFORD STATE OF OREGON) NOTARY PUBLIC-OREGON) SS COMMISSION NO. 300004 MY COMMISSION EXPIRES APR. 21, 2001 COUNTY OF KLAMATH On this day before me, the undersigned Notary Public, personally appeared Harvey W Houston and Charleen K Houston, 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. 313t Given under my hand and official seal this day of 801 Main St. K. F. 1/5 OR 97603 Residing at My commission expires____

MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF OREGON) SS **COUNTY OF KLAMATH** 20 00 and known to me to be the On this (and known to me to be the aid 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. Residing at My commission expires 2-9-03Notary Public in and for the State of NOTARY PUBLIC-OREGON
COMMISSION EXPIRES FEB. 9, 2003

State of Oregon, County of Klamath Recorded 2/07/00, at 1/:36 a m. In Vol. M00 Page 3869 Linda Smith. Fee\$ 2600

County Clerk