**RECORDATION REQUESTED BY:** 

South Valley Bank & Trust Commercial Branch P O Box 5210

Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

200 MAY +4 AH H: 20

AMERITALE, AGE IBEGIABE 446 instrument by leguost as an accomedation only and has not examined it for regularity and sufficience or as to its effect upon the title to any real property that may be described therein.

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MTC 1396-1819

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 25, 2000, is made and executed between Roderick C Wendt and Carol M Wendt; Husband and Wife ("Grantor") and South Valley Bank & Trust, Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 22, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 29, 1999 at the Klamath County Clerk's Office, Volume M99, page 16044; Modified on December 7, 1999, recorded on December 15, 1999, Volume M((, page 49266.

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

Lots 1, 2, 3, 4, 5 and 6 in Block 17, IRVINGTON HEIGHTS 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. Lot 1 through 6 inclusive, Block 13 of IRVINGTON HEIGHTS, 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 2120 Fairmont, Klamath Falls, OR 97601.

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

Extend the Maturity Date to April 1, 2001.

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 DATE OF APRIL 25, 2000.

X Roderick C Wendt, Individual	<i>A</i>	X Carol M Wendt, Individually		
LENDER:  X	Leslu-			
INDIVIDUAL ACKNOWLEDGMENT				
STATE OF OREGON	) ) ss )	OFFICIAL SEAL  ANGLIVEE M. LESUIE  NOTARY PUBLIC-OREGON  COMMISSION NO. 060656  MY COMMISSION EXPIRES LAN. 6, 2001		
ndividuals described in and who	executed the Modification of Deed as and purposes therein mentioned.  Al seal this	appeared Roderick C Wendt and Carol M Wendt, to me known to be the of Trust, and acknowledged that they signed the Modification as their free and day of		



GRANTOR:

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## MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT			
STATE OF OREGON	. )		
	) SS	•	
COUNTY OF KLAMATH	)		
On this	day of	, 20, before me, the undersigned Notary Public, personally and known to me to be the, going instrument and acknowledged said instrument to be the free and voluntary act	
and deed of the said Lender, of	duly authorized by the Lender throu	going instrument and acknowledged said instrument to be the free and voluntary act gh its board of directors or otherwise, for the uses and purposes therein mentioned, d instrument and that the seal affixed is the corporate seal of said Lender.	
Ву		Residing at	
Notary Public in and for the State of		more firm in a comment of the state of the state of	
(LASER PRO	Landing Reg U.S. Pal. & T.M. OFF., Ver. 5,12.00.07 (g) Concentres	1 1997, 2000. All Rights Reserved. OR F:LPWINCFNLPL/0202.FC TR-667 PR-STDLN12)	
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		State of Oregon, County of Klamath Recorded 05/04/00, at <u>//:2o a</u> m. In Vol. M00 Page <u>/ 6/0/</u> Linda Smith, County Clerk Fee\$ <u>26</u>	