**RECORDATION REQUESTED BY:** South Valley Bank & Trust Vol<u>MOO Page</u> 1622 Commercial Branch P O Box 5210 Klamath Falls, OR 97601 WHEN RECORDED MAIL TO: South Valley Bank & Trust 200 MAY -4 PH R: 44 Commercial Branch P O Box 5210 AMERITITLE, has recorded this Klamath Falls, OR 97601 Instrument by request as an accomodation only, and has not examined it for requirity and sufficience **SEND TAX NOTICES TO:** or as to its effect upon the title to any real property South Valley Bank & Trust Commercial Branch that may be described therein. P O Box 5210 Klamath Falls, OR 97601 MTC 1396-1820 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 27, 2000, is made and executed between Thomas Solomon Tucker and Christine Sharon Tucker; as tenants by the entirety ("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 21, 1993 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on may 18, 1993, at the Klamath County Clerk's Office, Volume M93, page 11234; Modified on April 29, 1998 and recorded on June 10, 1998, Volume M93, page 19688.

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

Lot 9 in Block 5 of TRACT NO. 1163, CAMPUS VIEW, 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 2586 Clover St, Klamath Falls, OR 97601. MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows: Extend the Maturity Date to March 15, 2002. 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 APRIL 27, 2000. **GRANTOR:** Thomas Solomon Tucker, Individually Christine Sharo Fucker, Individually LENDER: INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL HAL STURGEON STATE OF OREGON ) NOTARY PUBLIC-OREGON ) SS

COMMISSION NO. 328003 MY COMMISSION EXPIRES NOV. 16, 2003 **COUNTY OF KLAMATH** On this day before me, the undersigned Notary Public, personally appeared Thomas Solomon Tucker and Christine Sharon Tucker, 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 day of 20 00 Klamoth turgzod Residing at NOU. IL. Notary Public in and for the State of My commission expires 2003

## MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OF OREGON	) ) \$\$	OFFICIAL SEAL TAMMY L. STROP NOTARY PUBLIC-OREGON COMMISSIONNO. 3 1 1 5 8 7
COUNTY OF KLAMATH	)	MY COMMISSION EXPIRES APR. 14, 2002 W
On this day of day of and known to me to be the on this 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.  Residing at The Understand Notary Public, personally and known to me 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.		
Notary Public in and for the S	tate of Milyn	My commission expires April 184, 2003

ASER PRO Landing, Reg. U.S. Pet. & T.M. OFF., Ver. 5.12.00.07 (c) Concentrex 1997, 2000. All Righte Reserved. - OR F.L.PWIMCFRLPLXG202.FC TR-723 PR-STDLN18

State of Oregon, County of Klamath Recorded 05/04/00, at 3:44p m. In Vol. M00 Page 16224 Linda Smith, County Clerk Fee\$ 26

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