

RECORDATION REQUESTED BY:

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

2000 AUG 29 PM 3: 24

Vol M00 Page 31698

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

MTL 1396-0047

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 28, 2000, is made and executed between Julie M Stewart, Robert A Stewart, and Marilyn J Stewart with rights of survivorship. (referred to below as "Grantor") and South Valley Bank & Trust, whose address is Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 1995 (the "Mortgage") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 11, 1995 in Volume M95, Page 17890.

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

The east 1/2 of the southwest 1/4 of the southeast 1/4 of section 20, township 39 south, range 9 east of the Willamette Meridian, Klamath county, Oregon, excepting therefrom any portion lying with the boundaries of the No.1 drain.

The Real Property or its address is commonly known as 779 Miller Island Road, Klamath Falls, OR 97603.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To extend Maturity date and increase the loan amount.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 28, 2000.

GRANTOR:

x Julie M Stewart
Julie M Stewart, Individually

x Robert A Stewart
Robert A Stewart, Individually

x Marilyn J Stewart
Marilyn J Stewart, Individually

LENDER:

x [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this day before me, the undersigned Notary Public, personally appeared Julie M Stewart; Robert A Stewart; and Marilyn J Stewart, to me known to be the individuals described in and who executed the Modification of Mortgage, 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 28 day of August, 2000
By [Signature] Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 2-9-03

26.00

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)

On this _____ day of _____, 20 _____, 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 _____

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 8.12.00.07 (c) Concentra 1997, 2000. All Rights Reserved. - OR F:\LPWINCFNLPLUG201 FC TR-1196 PR-STD LN12]

State of Oregon, County of Klamath
Recorded 08/29/00, at 3:24 p.m.
In Vol. M00 Page 31698
Linda Smith,
County Clerk Fee\$ 26⁰⁰