

## RECORDATION REQUESTED BY:

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

Vol M00 Page 32147

## 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

K54634

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 30, 2000, is made and executed between Larry T Stewart, as to an undivided 1/2 interest and Barry B Thriot, as to an undivided 1/2 interest, as Tenants in Common ("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 January 14, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded January 19, 2000 in Book M00, page 1819 in Mortgage records of Klamath County, Oregon.

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

Lots 19, 20, 21, 22, 23 and 24, and the North 45 feet of Lots 25, 26, 27, 28, 29 and 30, all in block 2, ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of alley vacated by Order of Vacation recorded August 8, 1957 in Book 293, page 427, and recorded March 25, 1974 in Book M74, page 3704, Deed records of Klamath County, Oregon, which insured to said property

The Real Property or its address is commonly known as 4404 So 6th St, Klamath Falls, OR 97603.

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

Increase loan amount from \$594,000.00 to \$669,000.00 and extend maturity date of loan to September 1, 2015 with monthly payments.

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.

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 AUGUST 30, 2000.

GRANTOR:

x Larry T Stewart  
Larry T Stewart, Individually

x Barry B Thriot  
Barry B Thriot, Individually

LENDER:

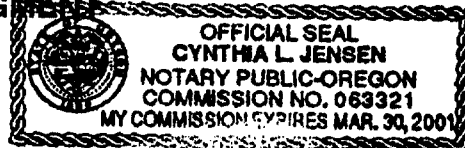
x [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON )

) SS

COUNTY OF KLAMATH )



On this day before me, the undersigned Notary Public, personally appeared Larry T Stewart and Barry B Thriot, 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 30<sup>th</sup> day of August, 20 00.

By Cynthia L Jensen

Residing at Klamath Falls

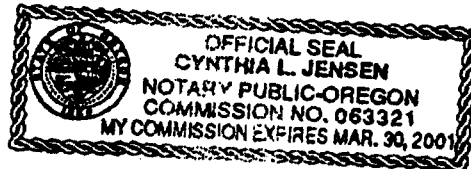
Notary Public in and for the State of Oregon

My commission expires 3/30/2001

K26-

LENDER ACKNOWLEDGMENT

STATE OF OREGON )  
 ) SS  
COUNTY OF KLAMATH )



On this 30<sup>th</sup> day of August, 20 00, before me, the undersigned Notary Public, personally appeared R. Glick and known to me to be the VP/Manager 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 Cynthia L. Jensen Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 3/30/2001

State of Oregon, County of Klamath  
Recorded 08/31/00, at 3:04 p m.  
In Vol. M00 Page 32147  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup>