

RECORDATION REQUESTED BY:

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

200 SEP 14 11:24

Vol M00 Page 33596

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

mtc 1396 - 2276

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 7, 2000, is made and executed between Ester J Cummings and Mickey D Cummings, PO Box 41, Klamath Falls, OR 97601 ("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 July 1, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Date of Original Deed of Trust, July 01, 1996. Recorded on August 29, 1996 in Volume M96, Page 26750. Modified on July 23, 1997. Recorded on July 29, 1997 in Volume M97, Page 24105. Modified on July 27, 1998. Recorded on July 31, 1998 in Volume M98, Page 28236. Modified on September 23, 1999. Recorded on September 28, 1999 in Volume M99, Page 38617.

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

Lots 9A, 9B, 10A, 10B, 11B, 12A, 12B, and 13A, Block 7, Railroad 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 534 Spring Street, Klamath Falls, OR 97601.

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

A decrease in the interest rate by 0.25% or 1/4%. Also, to extend the Maturity Date to August 20, 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 DATED SEPTEMBER 7, 2000.

GRANTOR:

x Ester J. Cummings
Ester J Cummings, Individually

x Mickey D. Cummings
Mickey D Cummings, Individually

LENDER:

x Hal Sturgeon
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this day before me, the undersigned Notary Public, personally appeared Ester J Cummings and Mickey D Cummings, 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 8th day of September, 2000.

By Hal Sturgeon

Residing at Klamath

Notary Public in and for the State of Oregon

My commission expires Nov 16, 2000

LENDER ACKNOWLEDGMENT

STATE OF OREGON)

) SS

COUNTY OF KLAMATH)



On this 8th day of September, 20 00, before me, the undersigned Notary Public, personally appeared HAL Shurgeon and known to me to be the Lending Officer, 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 Tammy L. Strop
Notary Public in and for the State of Oregon

Residing at 803 Main St. Klamath Falls Or 97601
My commission expires April 14, 2002

[LABER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.12.00.07 (c) Concentrix 1997, 2000. All Rights Reserved. - OR F:\LPWINCFNLPL\G202.FC TR-1238 PR-8TDPD12]

State of Oregon, County of Klamath
Recorded 09/14/00, at 11:24 a.m.
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Linda Smith,
County Clerk Fee \$ 26.00