

RECORDATION REQUESTED BY:

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

2000 OCT 18 AM 11:22

Vol M00 Page 37984

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

MTG 50305-KR

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 13, 2000, is made and executed between Jerald S Rogers and Carol A Rogers, 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 June 28, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 21, 2000, in Volume M00 on Page 26841.

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

See Attached Exhibit "A".

The Real Property or its address is commonly known as 2931 Bristol Ave, Klamath Falls, OR 97603. The Real Property tax identification number is 3909 010CB 01300 000.

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

An increase in the loan amount from \$95,000.00 to \$125,000.00.

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 endorers 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 OCTOBER 13, 2000.

GRANTOR:

X Jerald S Rogers
Jerald S Rogers, Individually

X Carol A Rogers
Carol A Rogers, 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 Jerald S Rogers and Carol A Rogers, 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 13th day of October, 2000.

By Cynthia Baker
Notary Public in and for the State of Oregon

Residing at Merrell OR
My commission expires 09/21/2003

LENDER ACKNOWLEDGMENT

STATE OF OREGON

)

) SS

COUNTY OF KLAMATH

)



On this 13th day of October, 20 00, before me, the undersigned Notary Public, personally appeared KAY L. JONTERSCH and known to me to be the LOAN 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 [Signature]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, Oregon
My commission expires 5-11-2002

EXHIBIT "A"
LEGAL DESCRIPTION

The E1/2 of TRACT 12, ALTAMONT RANCH TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a parcel of land more particularly described as follows:

Beginning at the Northeast corner of said Tract 12; thence North 88 degrees 55' 18" West, along the North line of said Tract 12, 162.00 feet; thence South 00 degrees 01' 08" West 269.61 feet to the northerly right of way line of Bristol Avenue, as established by Road Establishment Order of December, 1924; thence South 89 degrees 44' 55" East, along said right of way line 162.13 feet to a point on the East line of said Tract 12; thence North 00 degrees 01' 00" West 267.27 feet to the point of beginning.

ALSO EXCEPTING that portion conveyed to Klamath County for road purposes by deed recorded July 10, 1997 in Volume M97, page 21593, Microfilm Records of Klamath County, Oregon.


JERALD S. ROGERS


CAROL A. ROGERS

State of Oregon, County of Klamath
Recorded 10/18/00, at 11:22 a. m.
In Vol. M00 Page 37984
Linda Smith,
County Clerk Fee \$ 31⁰⁰