

RECORDATION REQUESTED BY:

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

Vol M01 Page 2237

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 45451

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 16, 2001, is made and executed between Carol A Rogers and Jerald S Rogers, 2311 South Sixth Street, 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 28, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on August 21, 1998, Volume M98, Page 30819, Instrument #64934. Modified on August 27, 1999. Recorded on September 01, 1999 in Volume M99, Page 35277. Modified on August 30, 2000 and recorded on September 05, 2000 in Volume M00, Page 32472.

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

Lot 1 in Subdivision Block 803, ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion deeded to the State of Oregon by and through its State Highway Commission in Book 148 page 30, Deed Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 2311 South Sixth Street, Klamath Falls, OR 97601. The Real Property tax identification number is R-3909-004AA-04300-000.

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

To increase the loan amount from \$37,000.00 to \$50,000.00.

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 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 JANUARY 16, 2001.

GRANTOR:

X *Carol A Rogers*
Carol A Rogers, individually

X *Jerald S Rogers*
Jerald S Rogers, individually

LENDER:

X *K. L. Von Tersch*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared Carol A Rogers and Jerald S 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 16th day of JANUARY, 20 01.

By *K. L. Von Tersch*Residing at 801 MAINNotary Public in and for the State of OREGONMy commission expires 12/12/04

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this 16TH day of JANUARY, 2001, before me, the undersigned Notary Public, personally appeared KAL. VONTERSCH 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] Residing at KLAMATH FALLS, OREGON
Notary Public in and for the State of OREGON My commission expires 5/11/2002

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.15.10.05 (c) Concentrix 1997, 2001. All Rights Reserved. - OR FALPWNCPALPL10202.PC TR-1214]

State of Oregon, County of Klamath
Recorded 01/18/01, at 3:23 p.m.
In Vol. M01 Page 2237
Linda Smith,
County Clerk Fee \$ 26.00