#### **RECORDATION REQUESTED BY:**

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601 Vel MO1 Page 2287

# 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

1396 - 2427

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 16, 2001, is made and executed between Denis Barry ("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 December 2, 1997 (the "Deed of Trust") which has been recorded in klamath County, State of Oregon, as follows:

Recorded in the records of Klamath County on December 8, 1997, Volume M97, Page 39790.

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

All that portion of Government Lots 11 and 14 in Section 32, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, lying Southwesterly of State Highway No. 427

The Real Property or its address is commonly known as 30068 Modoc Point Rd, chiloquin, OR 97624. The Real Property tax identification number is 3507-03200-01000.

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

Extend matuity date to December 31, 2001.

GRANTOR:

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.

envo ry, Individua LENDER: Authorized Office INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL CYNTHIA L. JENSEN NOTARY PUBLIC-OREGON COMMISSION NO. 063321 MY COMMISSION EXPIRES MAR. 30, 2001 ) ) SS **COUNTY OF** ) On this day before me, the undersigned Notary Public, personally appeared **Denis Barry**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Residing at Notary Public In and for the State-of My commission expires

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 830031043

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Page 2

LENDER ACKNOWLEDGMEN	
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STATE OF (Jugon)	MO ARY SHEET PREGON
) SS	MY COMMISSION VALUE OF SOME
COUNTY OF Ham ath	Sec. 2001
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On this day of Anguary, 20 0 / appeared K. G./. C.C. appeared	, before me, the undersigned Notary Public, personally
appeared	
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	
By Untun 2 susan Resid	ing at Slamach Jalls
	mmission expires $3/30/200/$
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LASER PRO Landing, Reg. U.S. Pal. & T.M. OFF., Vor. 5.16.10.05 (e) Concentrat 1997, 2001. All Rights Reserved. OR F:LPWINCPALPLIGADARC TR-1646. PR-STDL

State of Oregon, County of Klamath Recorded 01/19/01, at //:05a.m. In Vol. M01 Page 2289
Linda Smith,
County Clerk Fee\$ 26.00