**RECORDATION REQUESTED BY:** 

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601 Vol\_M01\_Page\_18953

WHEN RECORDED MAIL TO:

South Valley Bank & Trust Commercial Branch P O Box 5210 TC Klamath Falls, OR 97601 AMERITITLE, has recorded this instrument by request as an accomposition only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

**SEND TAX NOTICES TO:** 

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

mTC 1396-0694

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 26, 2001, is made and executed between R C Wendt and Carol M Wendt; Husband and Wife ("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 April 22, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 29, 1999 at the Klamath County Clerk's Office, Volume M99, page 16038; Modified on December 7, 1999, recorded on December 15, 1999, Volume M99, page 49268; Modified on April 25, 2000, recorded on May 04, 2000, Volume M00, page 16105.

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

lots 8 and 9, Block 11, Lots 7, 8, 9, 10, 11 and 12, Block 14 and Lots 1, 2, 3 and 4, Block 19 of IRVINGTON HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as Klamath Falls, OR 97601.

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

Extend the Maturity Date to April 1, 2002.

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 MARCH 26, 2001.

Carol M Wendt, Individually	R C Wendt, Individually
X Authorized Officer	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF <u>Origin</u> ) SS COUNTY OF <u>Klamath</u> )	<b>3</b>
On this day before me, the undersigned Notary Public, personally appeared Carol M Wendt and R C Wendt, 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	





Loan No: 830126612

LENDER ACKNOWLEDGMENT OFFICIAL SEAL
TAMMY L STROP
NOTARY PUBLIC-OREGON
COMMISSION NO. 311587
MYCOMMISSIONEXPIRES APR. 14, 2002 STATE OF ) SS COUNTY OF day of Aguarday for the Lender that Residing at Mes Notary Public in and for the State of My commission expires

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.16.10.05 (c) Concentres 1997, 2001. All Flights Reserved. - OR F/LIPWINCFILIPL/0202.FC TR-687 PR-STOLINI2]

State of Oregon, County of Klamath Recorded 04/27/01, at 3:02p. m. In Vol. M01 Page 18953 Linda Smith,

Fee\$ 26°0 County Clerk