'01 AUG 30 PM3:13

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

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

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#### 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 1396-3108

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 27, 2001, is made and executed between Bruce T Owens, whose address is 3623 Coronado Way, Klamath Falls, OR 97603; Individual ("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 19, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 23, 1999 in the office of the County Clerk, Klamath County, Oregon. Volume M99, Page 29445.

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

Parcel 2 of Land Partition 7-98 filed May 12, 1998 in the Klamath County Clerk's Office, being Lot 1, Block 1 of Tract 1111 situate in the NE 1/4 Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as Homedale Rd, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-02300-00401.

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

Consolidation of two term loans.

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 JULY 27, 2001.

GRANTOR-

LENDER:

Authorized

AMERITITLE, has recorded this instrument by request as an accomodation 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

# INDIVIDUAL ACKNOWLEDGMENT

Oregon	)
	) SS
Klamath	)
	Oregon Llamath



On this day before me, the undersigned Notary Public, personally appeared **Bruce T Owens**, **Individual**, 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. 27th

Given under my hand and official seal this

.20 01

Residing at

Notary Public in and for the State of

My commission expires

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# MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT
STATE OF Original SEAL  CATHERINE L. SMELTZER  NOTARY PUBLIC-OREGON  COMMISSION DOPRES JUL. 5, 2002  MY COMMISSION DOPRES JUL. 5, 2002  COMMISSION DOPRES JUL. 5, 2002
On this
By Janturere Smitten Residing at Llamath Falls, OR
Notary Public in and for the State of Origin My commission expires July 5, 2002

LASER PRO Lending, Ver. 5.17.06.03 Copr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - OR F1LPWINNCFNLPL\0202.FC TR-2404 PR-\$TDLN1

State of Oregon, County of Klamath Recorded 08/30/01 at 2:13 pm. In Vol. M01 Page 4/331 Linda Smith, County Clerk Fee\$ 2600