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RECORDATION REQUESTED BY:

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

Vol M02 Page 4088

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath  
Recorded 01/22/2002 11:19a m.  
Vol M02, Pg 4088-89  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

SEND TAX NOTICES TO:

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

MTX 1396-3527

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 16, 2002, is made and executed between Robert L Anderson and Marcy A Anderson, as tenants by the entirety, whose address is 4243 Old Midland Road, Klamath Falls, Oregon 97603 ("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 November 15, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on November 23, 1999 in Volume M99 on Page 46436, Modification recorded on February 21, 2001 in Volume M01 on Page 6997.

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

Lots 9, 10 and 12 EXCEPT THEREFROM the west 230 feet, ALSO EXCEPT THEREFROM that portion of lots 9 and 10 lying Northeasterly of Southwest right of way line of the main Enterprise Irrigation Canal; All of Lot 11, Block 2, HOMEDALE TRACTS, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as Homedale Tracts, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-1CB-3501

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

Restructure payment schedule and extend Maturity Date to December 28, 2006.

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 endorser 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, 2002.

GRANTOR:

x Robert L Anderson  
Robert L Anderson, Individually

x Marcy A Anderson  
Marcy A Anderson, Individually

LENDER:

x K. L. Von Tersch  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Robert L Anderson and Marcy A Anderson, 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 17<sup>th</sup> day of JANUARY, 2002.

By K. L. Von Tersch

Residing at 801 Main St

Notary Public in and for the State of OREGON

My commission expires 12/12/04

AMERITITLE, has recorded this  
Instrument by request as an accommodation 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.

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MODIFICATION OF DEED OF TRUST  
(Continued)

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Page 2

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 17<sup>th</sup> day of January, 20 2002, before me, the undersigned Notary Public, personally appeared RAJ 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]  
Notary Public in and for the State of OREGON

Residing at Klamath Falls, Oregon 97603  
My commission expires 5/11/2002