**RECORDATION REQUESTED BY:** 

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

WHEN RECORDED MAIL TO:

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

Vol MO2 Page 27684

State of Oregon, County of Klamath
Recorded $05/09/2002 /2:04 p_m$ .
Vol M02, Pg 27684-86
Linda Smith, County Clerk
Fee \$ 3100 # of Pgs 3

**SEND TAX NOTICES TO:** 

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 17, 2002, is made and executed between Kenneth L Jordan, whose address is P O Box 290, Crescent, OR 97733 ("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 24, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on December 10, 1998 at the Klamath County Clerk's Office in Book M98 on Page 45104, reception #71203.

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

See See Attached Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 136854 Hwy 97 North, Crescent, OR 97733. The Real Property tax identification number is 2409-030CA-06000

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

Extend Maturity Date to March 15, 2002.

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 17, 2002.

X Kenneth L Jordan, Individually		
LENDER:		
X X / L. Dr Territory Authorized Officer		
INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF KIRMS H	OFFICIAL SEAL K. L. VON TERSCH NOTARY PUBLIC-OREGON COMMISSION NO. 341187 MY COMMISSION EXPIRES DEC. 12, 2004	
who executed the Modification of Deed of Trust, and acknowledge deed, for the uses and purposes therein mentioned.	appeared Kenneth L Jordan, to me known to be the individual described in and d that he or she signed the Modification as his or her free and voluntary act and day of	

## MODIFICATION OF DEED OF TRUST (Continued)

27685

right.

Page 2

STATE OF

COUNTY OF

On this day of and known to me to be the undersigned Notary Public, personally authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and on oath stated that he of the said Lender.

By

Residing at

Notary Public in and for the State of

Notary Public in and for the State of State

ASER PRO Lending, Ver. 5.18.30.07 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - OR FILPWINICFILIPLIG202FC TR-3050, DR-EXDIVIC

S. 118 :

## EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land in the NE1/4 of SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection on the Northerly line of Hill Street, according on the recorded plat of Crescent, extended Northwesterly, and the Westerly line of the Dalles-California Highway as described in deed from B. G. Stevens and Emma Stevens to the State of Oregon, dated April 10, 1943, recorded in Book 154, Page 556, Deed Records of Klamath County, Oregon, which said Westerly line of said highway is also 50 feet distant westerly from (when measured at right angles to) the relocated canter line of said highway; thence Westerly along said extension on North Line on Hill Street, a distance of right of way line of the Dalles-California Highway; thence Southwesterly along said Westerly right of way 150 feet to the point of beginning.

KENNETH L. JORDAN