**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\_M02\_Page\_32500

State of Oregon, County of Klamath Recorded 06/03/2002 //.05 a. m. Vol M02, Pg 32500 - 32502. Linda Smith County Clerk

Linda Smith, County Clerk
Fee \$ 3/60 # of Pgs 3

**SEND TAX NOTICES TO:** 

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

MTC SSIDOB -MS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 30, 2002, is made and executed between Kenneth L Jordan, 136854 Hwy 97 N , 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 December 10, 1998 at the Klamath County Clerk's Office in Book M98 on Page 45104.

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

See 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 N, 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:

Extending note to August 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.

that the non-signing person consents to the changes and provisions or only to any initial extension or modification, but also to all such subsequences.	f this Modification or otherwise will not be released by it. This waiver applies not uent actions.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISION TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATE	IS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES ED MAY 30, 2002.
Kenneth II Jordan, Individually	
LENDER:	
XAuthorized Officer	
INDIVIDUAL A	CKNOWLEDGMENT
country of Klamath	OFFICIAL SEAL JEANNE BENKOVER NOTARY PUBLIC-OREGON COMMISSION NO. 315697 MY COMMISSION EXPIRES AUG. 26, 2002
On this day before me, the undersigned Notary Public, personally ap who executed the Modification of Deed of Trust, and acknowledged dead, for the uses and purposes therein mentioned.  Given under my hand and or dial seal this  By  Notary Public in and for the State of	peared Kenneth L Jordan, to me known to be the individual described in and that he or she signed the Modification as his or her free and voluntary act and

## MODIFICATION OF DEED OF TRUST (Continued)

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	LEN	DER ACKNOWLEDGMENT
STATE OF		)
		) SS
COUNTY OF	,	)
On this	day of	, 20, before me, the undersigned Notary Public, personall and known to me to be theand foregoing instrument and acknowledged said instrument to be the free and voluntary ac
appeareu		and known to the to be the
and deed of the said	Lender, duly authorized by the Lend	and foregoing instrument and acknowledged said instrument to be the free and voluntary ac der through its board of directors or otherwise, for the uses and purposes therein mentioned this said instrument and that the seal affixed is the corporate seal of said Lender.
and deed of the said and on oath stated th	Lender, duly authorized by the Lend	der through its board of directors or otherwise, for the uses and purposes therein mentioned this said instrument and that the seal affixed is the corporate seal of said Lender.
and deed of the said and on oath stated th	Lender, duly authorized by the Lend at he or she is authorized to execute	der through its board of directors or otherwise, for the uses and purposes therein mentioned this said instrument and that the seal affixed is the corporate seal of said Lender.  Residing at
and deed of the said and on oath stated th	Lender, duly authorized by the Lendrat he or she is authorized to execute	der through its board of directors or otherwise, for the uses and purposes therein mentioned this said instrument and that the seal affixed is the corporate seal of said Lender.  Residing at

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32502

## 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 he 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 he State of Oregon, dated April 10, 1943, recorded in Book 154, Page 556, Deed Records of Clamath County, Oregon, which said Westerly line of said highway is also 50 feet distant vesterly from (when measured at right angles to) the relocated canter line of said lighway; thence Westerly along said extension on North Line on Hill Street, a distance of light of way line of the Dalles-California Highway; thence Southwesterly along said Vesterly right of way 150 feet to the point of beginning.

KENNETH L. JORDAN