

03 APR 16 AM 10:51

**RECORDATION REQUESTED BY:**

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

Vol M03 Page 24032

State of Oregon, County of Klamath  
Recorded 04/16/2003 10:51 Am.  
Vol M03 Pg 24032-33  
Linda Smith, County Clerk  
Fee \$ 31 # of Pgs 2

**WHEN RECORDED MAIL TO:**

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

*Let T.*

**SEND TAX NOTICES TO:**

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

*MTC 1396 - 4386*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated April 14, 2003, is made and executed between Vicki Swindler and Arthur L Swindler, 1408 Hope St, Klamath Falls, OR 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 April 14, 1997 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on May 20, 1997 at the Klamath County Clerk's Office, Volume M97, Page 12133 and Modified on May 18, 2000 and recorded June 2, 2000 at the Klamath County Clerk's Office, Volume M00 Page 20002.

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

SW 1/4 of the NE 1/4 of Section 23, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as Sprague River, OR 97639.

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

Extend the maturity to April 15, 2004.

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 APRIL 14, 2003.

GRANTOR:

x *Vicki Swindler*  
Vicki Swindler, Individually

x *Arthur L Swindler*  
Arthur L Swindler, Individually

LENDER:

x *Chris Tansler*  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon

COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Vicki Swindler and Arthur L Swindler, 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 14th day of April, 2003.

By *[Signature]* Residing at Klamath Falls, Oregon 97601

Notary Public in and for the State of OREGON My commission expires 5/11/2006

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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## LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 14th day of April, 20 03, before me, the undersigned Notary Public, personally appeared Chuck Paulsen 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  Residing at Klamath Falls, Oregon 97601  
Notary Public in and for the State of OREGON My commission expires 5/11/2006

09-07-1986