MTC- 1396-4949

**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\_M03\_Page 28912

State of Oregon, County of Klamath Recorded 05/01/2003 ///2/w m. Vol M03 Pg  $\frac{289/2./3}{}$ 

Vol M03 Pg 389/2-/3 Linda Smith, County Clerk Fee \$ 36 # of Pgs 2

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 April 25, 2003, is made and executed between Patricia M. Jordan and John Honeycutt, an estate in fee simple ("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 16, 2001 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust dated April 16, 2001, recorded on April 19, 2001 in Book M01 on page 17111, Modified on November 15, 2002, recorded on December 5, 2002 in Book M02 on page 70554, Modified on January 28, 2003, recorded on February 13, 2003 in Volume M03 on page 08951/all recorded in the Office of the Klamath County Clerk.

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

Lots 65 and 66 Balsiger Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 4036 South 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-3AD-2100

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

Consolidate two (2) previous loans with Lender and Extend the Maturity Date to April 15, 2004.

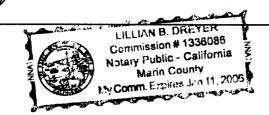
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 adoes 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomposition party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 25, 2003.

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.

Authorized Officer	uiat may de described merein.		
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF California )			
COUNTY OF Marin	s (1)		
On this day before me, the undersigned Notary Public, personally appear individuals described in and who executed the Modification of Deed of Travoluntary act and deed, for the uses and purposes therein mentioned.	ared Patricia M. Jordan and Jahr F Heneyeut; to me known to be the just, and acknowledged that Hey Signed the Modification as their free and		
	ay of April 2003.		
Notary Public in and for the State of California	Residing at 2/2 Saw Maries Dv, Saw Kafeur, CA  My commission expires /-//-06		



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LENDER	R ACKNOWLEDGME	NT	
LENDER	ACKNOWLEDGME	N I	
STATE OF OREGON COUNTY OF KLAMATH	) ) ss )	OFFICIAL SEAL LORI JANE THORNTON NOTARY PUBLIC-OREGON COMMISSION NO. 354887 MY COMMISSION EXPIRES MAY 11, 2006	•
On this, 30TH day of APRIL appeared, NEIL DREW authorized agent for the said Lender, stuly authorized by the Lender through and on path stated that have the said Lender through	going instrument and acknowleds gh its board of directors or othen d instrument and that the seal affi	wise for the uses and numbers therein monti	n/ act
Notary Public in and for the State of OREGON	•••	xpires 5/11/2006	
LABER PRO Landing, Ver. 8.21.00.003 Copr. Harland Financial Solvations, Inc. 18	97, 2008. All Rights Reserved OR FILPWINNCFRLPL\Qq	DEFC TR-4572 PR-6TDLN16	
State of OREGON			
county of Jackson			
This instrument was acknowledged before me on	April 89 , 18/2003	by John F. Honevicutt	-

Notary Public - State of Oregon

My commission expires: 13.09.61



