'03 MAY 7 PM3:08

**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<u>M03</u> Page 30570

State of Oregon, County of Klamath Recorded 05/07/2003 3:08 p. m. Vol M03 Pg 305 70 - 7/ Linda Smith, County Clerk

# of Pgs

Fee \$ 2600

SEND TAX NOTICES TO:

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

mTZ 1396 - 4957

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 7, 2003, is made and executed between Cameron A. Curtiss, whose address is 21051 Hwy 140 West, 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 March 29, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated March 29, 2002, recorded May 14, 2002 in Volume M02, Page 28872-77 of records in Klamath County, Oregon.

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

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; Section 28 West of Lake: Government Lots 3, 4 5 and 6 and that portion of the NW 1/4 SE 1/4 described as follows:Beginning at the Northwest corner of said NW 1/4 SE 1/4; thence South along the West line of said NW 1/4 SE 1/4 to the Southwest corner thereof; thence East along the South line of said NW 1/4 SE 1/4 to the Southeast corner thereof; thence Northwesterly along a straight line to the point of beginning.

The Real Property or its address is commonly known as 21051 Hwy 140 West, Klamath Falls, OR 97603. The Real Property tax identification number is 3607-B0000-00900

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

Extend maturity date to May 1, 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. 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 MAY 7, 2003.

GRANTOR: LENDER: Authorizec INDIVIDUAL ACKNOWLEDGMEN OFFICIAL SEAL CYNTHIA L. JENSEN NOTARY PUBLIC-OREGION COMMISSION NO. 343373 COMMISSION EXPIRES MAR. 30, 2005 ) SS

COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Cameron A. Curtiss, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and

deed, for the uses and purposes therein mentioned. 잦

Given under my hand and official seal this Ву

day of May Residing at

11.71.

Notary Public in and for the State of My commission expires

36.034

## MODIFICATION OF DEED OF TRUST (Continued)

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Page 2

LENDER ACKNOWLEDGMENT.
STATE OF ORIGINAL )  COUNTY OF Flamath  COUNTY OF F
On this
Notary Public in and for the State of USGAW My commission expires 3750703

ASER PRO Lending, Ver. 5.21 00 003 Copr. Hartand Financial Solutions, Inc. 1987, 2003 All Rights Reserved. OR F:\LPWINCFALPL\0.0202.FC TR-4410 PR-STDL\0.13

William Company