

04 FEB 17 PM 3:52

WTC - 1396 - 5739

RECORDATION REQUESTED BY:

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

Vol M04 Page 09082

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath
Recorded 02/17/2004 3:52 P m
Vol M04 Pg 9082-83
Linda Smith, County Clerk
Fee \$ 26.00 # 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 February 12, 2004, is made and executed between AARON J. ROBERSON AS TRUSTEE UNDER THE LIVING TRUST DATED MARCH 13, 2002 ("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 October 29, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on November 06, 2003 in Klamath County Clerks office, Volume M03 page 82668-74.

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

Lot 53B EXCEPT the South 50 feet thereof Lot 54B and the South 50 feet of Lot 55B all in LAKESHORE GARDENS, according to the official plat thereof on file in the Office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 1650 Lake Shore Dr., Klamath Falls, OR 97601. The Real Property tax Identification number is R-3808-025BD-00200-000

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

Principal increase from \$15,000.00 to \$20,000.00, and extend maturity date to February 28, 2005.

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 FEBRUARY 12, 2004.

GRANTOR:

AARON J ROBERSON AS TRUSTEE & LIVING TRUST

By: Aaron J. Roberson D.C., Trustee of Aaron J Roberson as Trustee & Living Trust
Aaron J Roberson D.C., Trustee of Aaron J Roberson as Trustee & Living Trust

LENDER:

x Stephen Van Buren
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss)



On this 13th day of February, 2004, before me, the undersigned Notary Public, personally appeared Aaron J Roberson D.C., Trustee of Aaron J Roberson as Trustee & Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Stephen Van Buren
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires July 9, 2004

26.00 PM

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____
Notary Public in and for the State of _____ My commission expires _____