**RECORDATION REQUESTED BY:** 

South Valley Bank & Trust Commercial Branch P O Box 5210 Klemeth Felle, OR 97601

WTC- 1390-5818

Vol. MO4 Page 16311

WHEN RECORDED MAIL TO:

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

**SEND TAX NOTICES TO:** 

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

State of Oregon, County of Klamath Recorded 03/23/2004 *//:03A*m Vol M04 Pg / <u>レ3//</u>-Linda Smith, County Clerk Fee \$ \_3\ 00 # of Pgs

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 16, 2004, is made and executed between John E Johnson and Debora A Johnson as Tenants by the Entirety ("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 10, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded March 20, 2002, Vol MO2, Page 16548-54.

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

See Exhibit B, 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 10727 Washburn Way, Klamath Falls, OR 97803.

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

Extend maturity date to February 28, 2005.

GRANTOR

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 MARCH 16, 2004.

LENDER: INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL STEPHEN VAN BUREN NOTARY PUBLIC-OREGON COMMISSION NO. 334743 MY COMMISSION EXPIRES JUL. 9, 2004 STATE OF COUNTY OF On this day before me, the undersigned Notary Public, personally appeared John E Johnson and Debora A Johnson, 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 ed, for the uses and purposes therein mentioned. voluntary act and d day of

AMERITITLE .has recorded this instrument by request as an accomodation 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

Notary Public In and for the State of

## MODIFICATION OF DEED OF TRUST (Continued)

16312 Page 2

LENDER ACKNOWLEDGMENT		
STATE OF		)
		) 88
COUNTY OF		)
On this	day of	and known to me to be the
authorized agent for the Len	: duly authorized by the Lende	and foregoing instrument and acknowledged said instrument to be the free and voluntary as er 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 Lender, and on oath stated that he or		
and on oath stated that he or		Residing at
and on oath stated that he or		
and on oath stated that he or		

## LEGAL DESCRIPTION EXHIBIT "B"

Tract 1358, situated in the W1/2 SW1/4 of Section 34, and the E1/2 SE1/4 of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the initial point as marked by a 2" x 30" galvanized iron pipe with hub and tack and O.L.S. 2442 Washer, from which the section comer common to Sections 33 and 34 bears North 89 degrees 54' 58" East 371.65 feet, South 00 degrees 10' 55" East 877.97 feet and South 84 degrees 33' 41" East 321.46 feet; thence North 89 degrees 54' 58" East 371.65 feet; thence South 00 degrees 10' 55" East 877.97 feet to the Northerly right of way line of Midland Road; thence along the right of way line of Midland Road South 89 degrees 54' 58" West 320.00 feet to a point on the section line common to Sections 33 and 34, South 89 degrees 57' 30" West 260.78 feet to the easterly right of way line of Washburn Way; thence along said Easterly right of way line North 00 degrees 10' 55" West 410.01 feet, along the arc of a curve to the right (radius equals 542.96 feet and central angle equals 36 degrees 38' 00") 347.15 feet North 36 degrees 27' 05" East 108.01 feet, along the arc of a curve to the left (radius equals 602.96 feet and central angle equals 06 degrees 27' 49") 68.02 feet to the point of beginning; that I made such survey by order of and under the direction of the owners thereof; that the size of all lots and the width of all streets are as shown on the annexed map, and that all lot corners and angle points are marked with iron pins and wooden witness stakes.

JOHN E JOHNSON