04 JUN 1 PM 0:53	RECORDATION REQUESTED BY: South Valley Bank & Trust Commercial Branch P O Box 8210 Klemeth Falle, OR 97801 WHEN RECORDED MAIL TO: South Valley Bank & Trust Commercial Branch P O Box 5210	WTC - 1390 - 5900 State of Oregon, County of Klamath Recorded 06/01/2004 10:53 a m Vol M04 Pg 3 4 9 10 - 1/2 Linda Smith, County Clerk Fee \$ 3/00 # of Pgs 3
	P O Box 5210 Klameth Falls, OR 97801	
	SEND TAX NOTICES TO: South Valley Bank & Trust Commercial Branch	

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 28, 2004, is made and executed between DAVID HUCKINS AND SHELLEY HUCKINS, 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 December 11, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

ecorded on December 17, 2003 in Volume M03 on Page 91865 at the Klamath County Clerk's Office, Klamath County, Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klarnath County, State of Oregon: See Exhibit "A", 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 6751 Patterson Street, Klamath Falls, OR 97603. The Real Property tax identification number ls 3909-024BO-01200-000

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

Extend Maturity Date to August 20, 2004.

P O Box 5210

Klemath Falls, OR 97601

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 promiseory 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 28, 2004.

X David A Huckins X Shelfey K	Hilley K. Thicking		
LENDER:			
SOUTH VALLEY BANK & TRUST Authorized Officer	AMERITITE. has recorded this increment by request as an accomodation only increment by request as an accomodation only sufficiently and sufficiently and sufficiently and said as a start of a sufficiently or as to the other or and real property that may be described therein.		
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF UKEGOV,	OFFICIAL SEAL LORI JANE THORNTON NOTARY PUBLIC-OFFICIAN		
COUNTY OF Klamath) SS	COMMISSION NO. 354887 MYCOMMISSION DEPTES MAY 11, 2006 9		
On this day before me, the undersigned Notary Public, personally appeared David A individuals described in and who executed the Modification of Deed of Trust, and acknowled the modification of Deed of Trust, and acknowled the modification of Deed of Trust, and acknowledge and deed for the uses and purposes therein mentioning. Given under my happe and official end this	wiedged that they signed the Modification as their free and		



MODIFICATION OF DEED OF TRUST (Continued)

34941 Page 2

A A LENDER A	CKNOWLEDGMENT			
110cc	OFFICIAL SEAL			
$(IK \vdash (\rightarrow) \land I$	LORI JANE THORNTON			
STATE OF	NOTARY PUBLIC-OREGON (6)			
1/1. Xh.) 88 MY COMMISSION EXPIRES MAY 11, 2006			
COUNTY OF KIAMA)			
$\frac{1}{2}$				
3MM 1MP9	on M. hadam we the understand Notary Bubble personally			
On this day of	20, before me, the undersigned Notary Public, personally and known to me to be the			
authorizad	acent for the Lender that executed the within and foregoing instrument and			
ecknowledged said instrument to be the frie and voluntary act and	i deed of the said Lender, duly authorized by the Lender through its board of			
directors or otherwise, for the units and purposes therein mentioned, and on cath stated that he or she is authorized to execute this said instrument and				
that the seal affixed is the composite final of said Lander.	11 V LIL 1/2 1/61			
and the state of t	Residing at Klynai / Tall CKOgon			
Will WELL	C11 2-26 11			
Notary Public in set to the State of WECON	My commission expires 3-11-3006			

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

A percel of land situate in the Southwest corner of Tract 23, ANKENY GARDEN TRACTS, Klamath County, Oregon according to the Plat thereof on record in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows, to wit:

Beginning at the Southwest corner of Tract 23, and proceeding in a Northerly direction along Patterson Street for a distance of 97 fact, thence at right angles and in an Easterly direction a distance of 125 fact; thence South at right angles a distance of 97 fact; thence West at right angles along the Southerly line of Tract 23 a distance of 125 fact to the point of beginning.

PARCEL 2

A percei of land being a portion of Tract 23, ANKENY GARDEN TRACTS, Klemath County, Oregon, according to the official plat thereof on record in the County Clerk's office of said Klemath County; said part being more particularly described as follows:

Beginning at a point on the South line of said Tract 23, distant 125 feet East from the Southwest corner of said Tract 23, thence from said point of beginning.

- (1) East, along said South line, a distance of 384 fact to the Southwest corner of that certain percel of land described in deed to Don E. Wescom, et ux, recorded November 4, 1968, in Volume M68, page 9876, Microfilm Records of Klamath County, thence along the West line of last mentioned percel.
- (2) North 97 feet; thence parallel to said South line of Tract 23.
- (3) West, 384 feet to the Northeast corner of that certain percel of land conveyed to John H. Able, et ux, by deed recorded November 2, 1965, in Volume M65, page 3307, Microfilm Records of Klamath County, Oregon, thence along the East line of last mentioned percel,
- (4) South 97 feet to the point of beginning.

Account No.:

3909-024B0-01200-000

Key No.:

583087

Shelley K. Huckins

Pob