

04 JUN 16 PM 3:03

mtc-1390-6020

RECORDATION REQUESTED BY:

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

Vol M04 Page 38779

State of Oregon, County of Klamath  
Recorded 08/16/2004 3:03 p m  
Vol M04 Pg 38776-81  
Linda Smith, County Clerk  
Fee \$ 51.00 # of Pgs 3

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  
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 June 9, 2004, is made and executed between James A Borror and Donna J Borror, an estate in fee simple 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 May 28, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 2, 1998 in Volume M98, Page 18532, Modified May 18, 1999, recorded May 20, 1999 in Volume M99, Page 20108, Modified June 7, 2000, recorded June 28, 2000 in Volume M00, Page 23460, Modified May 16, 2002, recorded May 31, 2002, Volume M02, Page 32036, Modified April 10, 2003, recorded April 14, 2003, Volume M03, Page 23218.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath 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 5030 S 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-2DB-4200-521851 & 3809-2FN-4300521803

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

Extend Maturity date to May 15, 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 endorers 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 JUNE 9, 2004.

GRANTOR:

x Donna Borror  
Donna Borror, Individually

x James A. Borror  
James A. Borror, Individually

LENDER:

SOUTH VALLEY BANK & TRUST  
x [Signature]  
Authorized Officer

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) ss  
)



On this day before me, the undersigned Notary Public, personally appeared Donna Borror, Individually and James A. Borror, Individually, 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 voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of June, 2004.  
By [Signature] Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires July 9, 2008

3/00 am  
+2000

## MODIFICATION OF DEED OF TRUST (Continued)

**38780 Page 2**

## LENDER ACKNOWLEDGMENT

STATE OF

OREGON

**COUNTY OF**

Klamath

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On this 13 day of June, 20 09, before me, the undersigned Notary Public, personally appeared STEPHEN VAN GUREN and known to me to be the LOAN OFFICER

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**

**Notary Public in and for the State of**

ALFORD

**Residing at**

Klamath Falls, Oregon

**My commission expires**

5-11-2006

9760

**EXHIBIT "A"**

**38781**

**PARCEL 1**

The following described real property situate in Klamath County, Oregon.

Beginning at the intersection of the South line of Oregon State Highway #66 (80 feet wide) and the west line of Lot 1 in the plat of Kieismeler Acre Tracts, as recorded on Sheet 176 in Drawer 8 in the office of the Recorder of Klamath County, Oregon, said plat being in Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence N. 89 degrees 43' 30" E. along the southerly right of way line of said highway, 162.5 feet to the east line of the aforementioned Lot #1, this point being S. 0 degrees 03' 30" W. 10.10 feet from the northeast corner of the said Lot #1; thence S. 0 degrees 03' 30" W. along the east line of said lot 124.90 feet; thence N. 89 degrees 53' 30" W., parallel to the north line of said Lot, 162.5 feet to the west line thereof; thence N. 0 degrees 03' 30" E., along said west line, 123.82 feet to the point of beginning.

**PARCEL 2**

All that portion of the NW1/4SE1/4 of Section 2, Township 39 South, Range 9 E.W.M., described as follows:

Beginning 30 feet South and 182 1/2 feet East of the center of said Section 2, being the Northeast corner of that certain tract of land deeded by P.F. Kieismeler et ux to F. Jordan by Deed dated August 27, 1924 and recorded August 29, 1924 in Book 66 of Deed records of Klamath County, Oregon, at page 180 thereof; thence South at right angles to the highway and along the Easterly line of said Jordan Tract 260 feet; thence East and parallel to the highway 84 feet; thence North at right angles to the highway 260 feet to the Southerly line of the highway; thence West along the said Southerly line of highway 84 feet to the place of beginning in Klamath County,, Oregon, EXCEPT THEREFROM any portion lying within the right of way of South Sixth Street as disclosed by Deed Volume 354, page 63, records of Klamath County, Oregon.

  
JAMES A. BORROR

  
DONNA BORROR