

mtc-1396-6359

04 OCT 18 AM 11:02

RECORDATION REQUESTED BY:

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

Vol M04 Page 70635

State of Oregon, County of Klamath  
Recorded 10/18/04 11:02 a m  
Vol M04 Pg 70635-36  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

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 October 14, 2004, is made and executed between Patrick J. Juhl ("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 August 30, 2001 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded September 14, 2001 in the office of the Klamath County Clerk, in Volume M01 Page 46785.

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

Lots 5, 6, 7, 14, 15, and 16 in Block 3 of the Third Additon to Altamont Acres, according to the official plat there of on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as Avalon and Austin, Klamath Falls, OR 97603.

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

Extend the maturity to September 10, 2007.

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 OCTOBER 14, 2004.

GRANTOR:

x Patrick J. Juhl  
Patrick J. Juhl

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.

LENDER:

SOUTH VALLEY BANK & TRUST

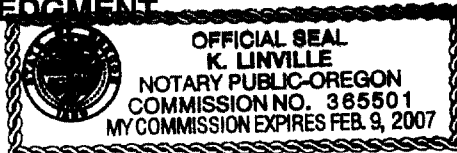
x Jeffrey S. Bradford  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Patrick J. Juhl, 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.

Given under my hand and official seal this 15 day of Oct, 2004.

By K. Linville Residing at Klamath  
Notary Public in and for the State of Oregon My commission expires 2-9-09

260 am



70636

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

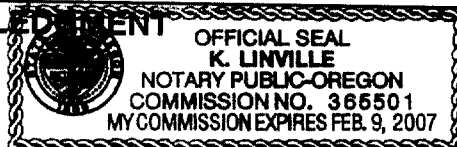
## LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Clatsop

)

) SS

)



On this 15 day of Oct, 20 04, before me, the undersigned Notary Public, personally appeared Jeffrey S. Bladford and known to me to be the Vice President, 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 K. Linville  
Notary Public in and for the State of OregonResiding at Clatsop Falls  
My commission expires 2-9-07