

04 NOV 8 AM 11:12

MTZ-1396-6402

Vol M04 Page 76704

**RECORDATION REQUESTED BY:**

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

State of Oregon, County of Klamath

Recorded 11/08/04 11:12 a m

Vol M04 Pg 76704-05

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

**WHEN RECORDED MAIL TO:**

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

*alln. Cyndy*

**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 18, 2004, is made and executed between Friends of the Children of the Klamath Basin, an Oregon Non Profit Corporation , whose address is 3837 Altamont Dr, Klamath Falls, OR 97603 ("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 22, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on January 29, 2003 in the Office of Klamath County in Volume M03 Page 05480-85.

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

Parcel 2 of Land Partition 24-00, being a partition of Lot 2, Block 2, SECOND ADDITION TO ALTAMONT ACRES, situated in the SE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 3837 Altamont Dr, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-010DB-05401-000

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

Increase amount of line of credit to \$70,000.00. .

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 OCTOBER 18, 2004.

GRANTOR:

FRIENDS OF THE CHILDREN OF THE KLAMATH BASIN

By: *Mike Pisan*  
Mike Pisan, President of Friends of the Children of the Klamath Basin

By: *Denise Rhodes*  
Denise Rhodes, Vice President of Friends of the Children of the Klamath Basin

By: *Susan Kandra*  
Susan Kandra, Secretary of Friends of the Children of the Klamath Basin

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

*2600 Ann*



MODIFICATION OF DEED OF TRUST  
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF

Oregon

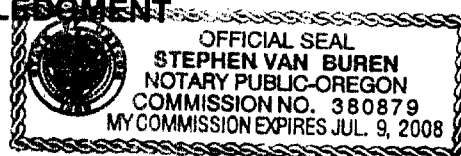
COUNTY OF

Klamath

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On this 25<sup>th</sup> day of October, 20 04, before me, the undersigned Notary Public, personally appeared Mike Pisan, President; Denise Rhodes, Vice President; Susan Kandra, Secretary of Friends of the Children of the Klamath Basin, and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By

Stephen Van Buren  
Oregon

Residing at

Klamath Falls

Notary Public in and for the State of

My commission expires

July 9, 2008

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

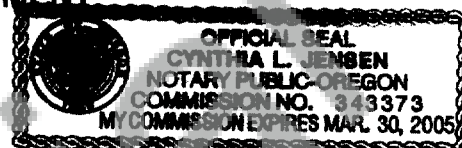
COUNTY OF

Klamath

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On this 25<sup>th</sup> day of October, 20 04, before me, the undersigned Notary Public, personally appeared Steve Van Buren and known to me to be the Loan Officer, 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

Cynthia L. Jensen  
Oregon

Residing at

Klamath Falls

Notary Public in and for the State of

My commission expires

3/30/05