

MTC-1390-6720

Vol M05 Page 16649

## RECORDATION REQUESTED BY:

South Valley Bank & Trust  
 Commercial Bend Branch  
 572 SW Bluff Drive, Suite E  
 Bend, OR 97702

State of Oregon, County of Klamath  
 Recorded 03/14/2005 2:56 p.m.  
 Vol M05 Pg 16649-50  
 Linda Smith, County Clerk  
 Fee \$ 26.00 # of Pgs 2

## WHEN RECORDED MAIL TO:

South Valley Bank & Trust  
 Commercial Bend Branch  
 572 SW Bluff Drive, Suite E  
 Bend, OR 97702

## SEND TAX NOTICES TO:

South Valley Bank & Trust  
 Commercial Bend Branch  
 572 SW Bluff Drive, Suite E  
 Bend, OR 97702

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated February 24, 2005, is made and executed between C Corporation, an Oregon Corporation ("Grantor") and South Valley Bank & Trust, whose address is Commercial Bend Branch, 572 SW Bluff Drive, Suite E, Bend, OR 97702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 17, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on November 24, 2003 as Volume M03, Page 86394-99.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:  
 Lot 1098, TRACT 1422, RANCHVIEW ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 4952 Horned Lark Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-016AO-04000-000 & 3808-016AO-04100-000

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

Extend maturity from January 30, 2005 to April 30, 2006.

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 FEBRUARY 24, 2005.

GRANTOR:

C CORP

By:

Charles L. Bend, President of C Corp

LENDER:

SOUTH VALLEY BANK & TRUST

X 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 fm



**MODIFICATION OF DEED OF TRUST  
(Continued)**

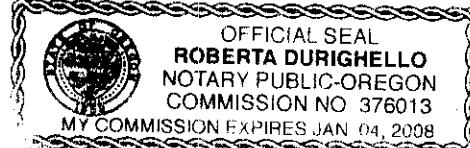
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## **CORPORATE ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Deschutes

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) SS  
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On this 25 day of February, 20 05, before me, the undersigned Notary Public, personally appeared Charles L. Koon, President of C Corp, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Robert A. DiSipollo

Notary Public in and for the State of Oregon

Residing at Redmond

My commission expires 1/4/09

**LENDER ACKNOWLEDGMENT**

**STATE OF** Oregon

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On this 25<sup>th</sup> day of March, 2005, before me, the undersigned Notary Public, personally appeared Dave Huckins, and known to me to be the CEO, 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 Jimmy J. Kennels  
Notary Public in and for the State of Oregon

Residing at Bend

### My commission expires

9.21.08