RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

South Valley Bank & Trust Attn. Kathy A. Commercial Branch Po Box 190 P O Box 5210-

Klamatt Falls, OR 97601 Lakeview, or

97630

SEND TAX NOTICES TO: South Valley Bank & Trust Commercial Branch P O Box 5210

Klamath Falls, OR 97601

1/ol_M05 Page 23487

State of Oregon, County of Klamath 9 24a m Recorded 04/06/2005 Linda Smith, County Clerk Fee \$ 3/60 # of Pas __ # of Pgs

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated March 11, 2005, is made and executed between between Lon E. Baley and Nancy Baley, Husband and Wife, as Joint Tenants to an undivided 1/2 interest, whose address is P O Box 531, Merrill, OR 97633 and Mark and Dawn Troman, Husband and Wife as Joint Tenants to an undivided 1/2 interest, whose address is P O Box 823, Merrill, OR 97633 ("Grantor") and South Valley Bank & Trust, whose address is 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 June 20, 2002 (the "Deed of Trust") which has been recorded in

Deed of Trust dated June 20, 2002 and recorded August 26, 2002 incthe offical records of Klamath County in Book M02, Page 47987-93, Modified January 15, 2003 and recorded January 24, 2003 in the official records of Klamath County in Book M03, Page 04674–76.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath

That portion of the S 1/2 SW 1/4 of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, as

Beginning at the intersection of the Northeasterly line of the Great Northern Railroad right of way, 300 feet wide, as described in Deed recorded in Beginning at the intersection of the Northeasterly line of the Great Northern Hailroad right of way, 300 feet wide, as described in Volume 96, Page 109, of Deed Records of Klamath County, Oregon, with the Northwesterly line of the Depot Road, 80 feet wide, as described in Deed recorded in Volume 96, Page 173, of Deed Records of said County; thence North 71 degrees 45' East along said Depot Road a distance of 263.29 feet to the true point of beginning of this description; thence North 165.23 feet; thence West 549.60 feet to the Northeasterly line of said Railroad right of way; thence following the boundary line of said Railroad right of way to its intersection with the North line of the South half of the Southwest Quarter of Section 16: thence East along the North line of Northeast corner to the Southeast quarter of the Southwest Quarter; thence Railroad right of way; thence tollowing the boundary line of said Hailroad right of way to its intersection with the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter; thence South along the East line of said Southeast Quarter of the Southwest Quarter 277.90 feet, more or less, to its intersection with the Northwesterly line of the Depot Road; thence Southwesterly along the Northwesterly line of the Depot Road to the point of beginning. Exception therefrom an additional portion conveyed to the Great Northern Railway by Deed recorded in Volume 105 of Deeds, Page 209, Records

The Real Property or its address is commonly known as 1459 Depot Road, Malin, OR 97632. The Real Property tax identification number is

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

Extend maturity date to June 30, 2005.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and 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 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 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 MARCH 11, 2005.

LENDER:



MODIFICATION OF DEED OF TRUST (Continued)

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Page 2

| INDIVIDUAL ACKNOWLEDGMENT | |
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| COUNTY OF Klamath | CORI PRICE |
| J 9 | NOTARY PUBLIC-OREGON |
| 2011-11 - 1/1 |) SS COMMISSION NO. 372330 |
| COUNTY OF Lamato | MY COMMISSION EXPIRES SEP. 21, 2007 |
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| mo knows to be the indicate undersigned Notary Public, person | nally appeared Lon E. Baley; Nancy L. Baley; Mark Trotman; and Dawn M. Trotman, to |
| as their free and universal and who execute | d the Modification of Deed of Trust, and acknowledged that it |
| as their free and voluntary act and deed, for the uses and purp | nally appeared Lon E Baley; Nancy L Baley; Mark Trotman; and Dawn M Trotman, to different the Modification of Deed of Trust, and acknowledged that they signed the Modification oses therein mentioned. |
| Given under my hand and official seat this | NA |
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| appeared | and known to me to be the |
| , au | , 20, before me, the undersigned Notary Public, personally and known to me to be the |
| directors as all instrument to be the free and voluntary as | thorized agent for the Lender that executed the within and foregoing instrument and ct and deed of the said Lender, duly authorized by the Lender through its board of ned, and on oath stated that he or she is authorized to execute the contract that he can be set to execute the contract to the contract that he can be set to execute the contract to the contract that he can be set to execute the contract that he can be set to execute the contract to the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the can be set to execute the contract that the contract the contract that the cont |
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| that the seal amxed is the corporate seal of said Lender. | and instrument and |
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| Notary Public in and for the State of | My commission expires |
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| LASER PRO Lending, Ver. 5.25.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved OR M:\LPWIN\CFI\LPL\3202FC TR-5994 PR-STDLN13 | |
| Solution Copp., Harland Financial Solution | tions, inc. 1997, 2005. All Rights Reserved GR M:\LPWIN\CFI\LPL\G202FC TR-5994 PR-STDLN13 |
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