

mtc-1396-7182

RECORDATION REQUESTED BY:

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

M05-69612

Klamath County, Oregon

11/22/2005 10:45:19 AM

Pages 3 Fee: \$31.00

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 November 18, 2005, is made and executed between between Jerry O. Anderson and Elizabeth Anderson, not personally but as Trustees on behalf of Anderson Loving Trust dated October 16, 1990 ("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 July 18, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 30, 2003 in the Office of the Klamath Count Clerk, in Volume M03 Page 54010-18 and rerecorded August 28, 2003 in the Office of the Klamath County Clerk, in Volume M03, page 63413-22. Modified July 8, 2005 recorded in the Office of the Klamath County Clerk in Volume M05, Page 53653.

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 Patterson Street, Klamath Falls, OR 97603.


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


Increase credit limit from \$125,000.00 to \$215,000.00.

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 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 NOVEMBER 18, 2005.

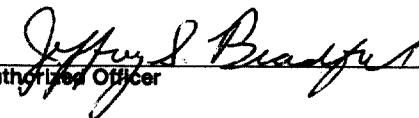
GRANTOR:

x 
Jerry O. Anderson, Trustee of Anderson Loving
Trust dated October 16, 1990 under the provisions of
a Trust Agreement dated October 16, 1990

x 
Elizabeth Anderson, Trustee of Anderson Loving
Trust dated October 16, 1990 under the provisions of
a Trust Agreement dated October 16, 1990

LENDER:

SOUTH VALLEY BANK & TRUST

x 
Jeffery S. Brady
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.

31.00



MODIFICATION OF DEED OF TRUST
(Continued)

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TRUST ACKNOWLEDGMENT



STATE OF Oregon)
COUNTY OF Lincoln) SS

On this 18 day of November, 2005, before me, the undersigned Notary Public, personally appeared Jerry O. Anderson, Trustee; Elizabeth Anderson, Trustee of Anderson Loving Trust dated October 16, 1990, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By K. Linville Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-07

LENDER ACKNOWLEDGMENT



STATE OF Oregon)
COUNTY OF Lincoln) SS

On this 18 day of November, 2005, before me, the undersigned Notary Public, personally appeared Jeffrey S. Beagstad 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 Residing at Lincoln
Notary Public in and for the State of Oregon My commission expires 2-9-07

Exhibit A

PARCEL 1:

The following described property in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and a county road to the North and South along the section line between Sections 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South County Road (Patterson Street) and the South boundary of a county road (Simmers Avenue) to the East; thence along the South boundary of said county road to the East, North 88° 55' East, 330.0 feet to a point; thence leaving said county road boundary, North 0° 03' East 370 feet to an iron pipe which is the true point of beginning; thence parallel to and 370.0 feet from said Southerly boundary of Easterly county road North 88° 55' East 706.95 feet to an iron pipe; thence North 0° 03' East 97.6 feet to an iron pipe; thence North 0° 03' East 42.0 feet to the centerline of the Enterprise Irrigation District Canal; thence Northerly along the centerline of said Enterprise Irrigation District Canal North 27° 25' West 53.8 feet to a point; thence North 12° 16' West 186.9 feet to a point; thence North 33° 55 1/2' West 34.2 feet to a point; thence North 63° 21' West 29.2 feet to a point; thence North 34° 53' West 42.7 feet to a point; thence North 10° 24' West 182.8 feet to a point; thence North 21° 41 1/2' West 76.3 feet to a point; thence North 47° 21 1/2' West 12.5 feet to a point; thence leaving said centerline of said canal, North 0° 03' East 40.0 feet to an iron pin; thence North 0° 03' East 193.8 feet to an iron pipe on the North boundary of the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian; thence along the Northerly boundary of said SE 1/4 NW 1/4, South 88° 47' West 502.0 feet to an iron pipe, from which an iron pipe marking the 1/16th corner and the centerline of a North-South county road bears South 88° 47' West 360.0 feet; thence leaving said North boundary South 0° 03' West on a line parallel to and 360.0 feet from the Easterly boundary of the said North-South county road a distance of 941.2 feet, more or less, to the true point of beginning, being entirely within the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian.

EXCEPT any portion thereof lying within the Plat of Pleasant Vista, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

PARCEL 2:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and county road to the North and South along the section line between Sections 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South county road (Patterson Street) and the South boundary of a county road (Simmers Avenue) to the East; thence along the South boundary of said county road to the East, North 88° 55' East 1037.0 feet to a point; thence North 0° 03' East 791.1 feet to an iron pipe which is the true point of beginning of this description; thence South 88° 55' West 95.0 feet to an iron pipe; thence South 88° 55' West 20.3 feet to a point on the centerline of the Enterprise Irrigation District Canal; thence along the said centerline of said canal, South 34° 53' East 9.3 feet; thence South 63° 21' East 29.2 feet; thence South 33° 55 1/2' East 34.2 feet; thence South 12° 16' East 186.9 feet; thence South 27° 25' East, 53.8 feet to a point; thence leaving the centerline of the Enterprise Irrigation District Canal, North 0° 03' East 281.5 feet, more or less, to the true point of beginning and lying in the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

by: 
Jerry O. Anderson, Trustee

by: 
Elizabeth A. Anderson, Trustee