

M06-10961

Klamath County, Oregon

05/31/2006 10:40:10 AM

Pages 2 Fee: \$51.00

RECORDATION REQUESTED BY:

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

MTZ-1396-7701

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 May 17, 2006, is made and executed between between Patricia M. Jordan and John Honeycutt, an estate in fee simple ("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 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 19, 2001 in Volume M01 on page 17111, Modified on November 15, 2002, recorded on December 5, 2002 in Volume M02 on page 70554, Modified on January 28, 2003, recorded on February 13, 2003 in Volume M03 on page 08951, Modified on April 25, 2003, recorded on May 1, 2003 in Volume M03 on page 28912, Modified on April 30, 2004, recorded on May 11, 2004 in Volume M04 on page 28583, Modified on April 30, 2005, recorded on May 20, 2005 in Volume M05 on page 36926, all recorded in the office of the County Clerk of Klamath County, Oregon.

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

Lots 65 and 66 Balsiger Tracts, 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 4036 South 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-3AD-2100.

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

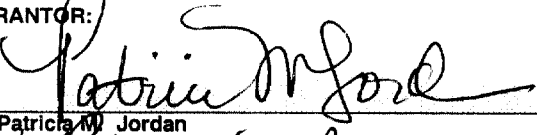

Rate decrease, extended Maturity date to May 15, 2007.

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 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 MAY 17, 2006.

GRANTOR:

x 
Patricia M. Jordan


x 
John F. Honeycutt

LENDER:

SOUTH VALLEY BANK & TRUST

x 
Authorized Officer

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.

26.00
+ 25.00



MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

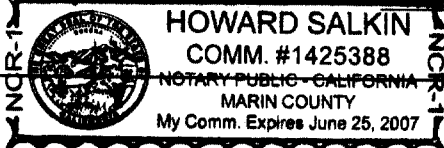
INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF MARIN)

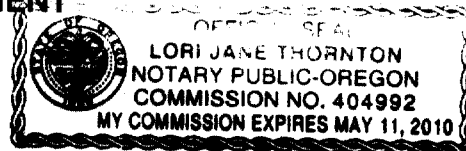
On this day before me, the undersigned Notary Public, personally appeared Patricia M. Jordan and John F. Honeycutt, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of MAY, 2006.

By [Signature] Residing at San Rafael, California
Notary Public in and for the State of CALIFORNIA My commission expires 6/25/07



LENDER ACKNOWLEDGMENT



STATE OF _____)
) SS
COUNTY OF _____)

On this 22nd day of MAY, 2006, before me, the undersigned Notary Public, personally appeared CHUCK PAULSEN 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 [Signature] Residing at Klamath Falls, Oregon 97601
Notary Public in and for the State of OREGON My commission expires 5-11-2006

LASER PRO Lending, Ver. 5.28.00.004 Copy: Hartland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. OR M:\LPWINCPL\PLV\Q302.PC TR-9988 PR-STDLN12

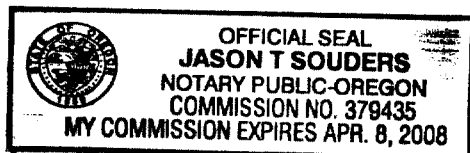
STATE OF OREGON, }
County of JACKSON } SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 18 day of MAY, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John F. Honeycutt —

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
Notary Public for Oregon.
My Commission expires 4-8-08