

MTC 74964  
RECORDATION REQUESTED BY:  
South Valley Bank & Trust  
Consumer Branch  
P O Box 5210  
Klamath Falls, OR 97601

M06-11969  
Klamath County, Oregon  
06/12/2006 03:09:23 PM  
Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:  
South Valley Bank & Trust  
Consumer Branch  
P O Box 5210  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:  
South Valley Bank & Trust  
Consumer 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 June 6, 2006, is made and executed between between Richard L. Vaughn, Jr and Lisa C. Vaughn, as tenants by the entirety ("Grantor") and South Valley Bank & Trust, whose address is Consumer Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 31, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated March 31, 2004, Recorded on April 6, 2004, as document M04-19397.

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

Lot 6 of SOUTHSHORE, 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 201 Southshore Lane, Klamath Falls, OR 97601. The Real Property tax identification number is R426738.

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

Increase loan amount from \$20,000.00 to \$47,500.00, extend maturity date to June 1, 2012.

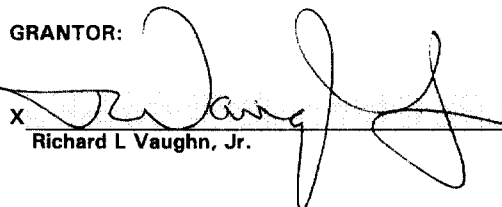
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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.

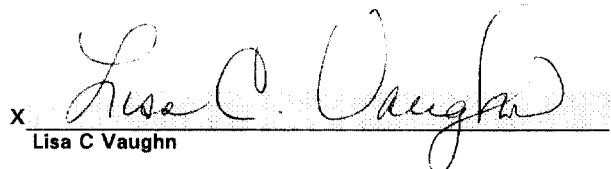
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 6, 2006.

This Notice is required by Oregon law. In this Notice the term "you" means the Grantor named above.

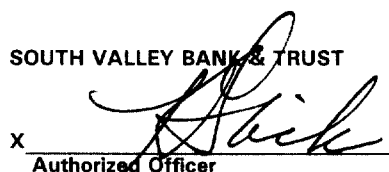
NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

X   
Richard L. Vaughn, Jr.

X   
Lisa C Vaughn

LENDER:

SOUTH VALLEY BANK & TRUST  
X   
Authorized Officer

26.00



MODIFICATION OF DEED OF TRUST  
(Continued)

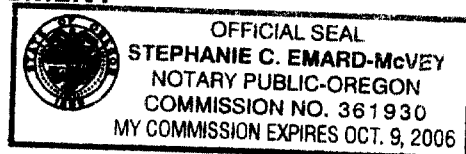
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Richard L Vaughn, Jr. and Lisa C Vaughn**, 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 6<sup>th</sup> day of June, 2006.

By Stephanie C. Emard-McVey

Residing at 803 main st. Klamath Falls OR 97601

Notary Public in and for the State of Oregon

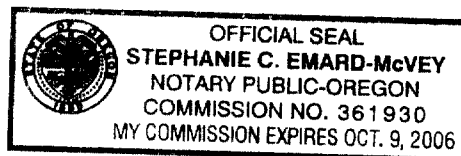
My commission expires 10-09-2006

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 6<sup>th</sup> day of June, 2006, before me, the undersigned Notary Public, personally appeared Kirsh Glick and known to me to be the Lender/manager of South Valley Bank, 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 Stephanie C. Emard-McVey

Residing at 803 main st. Klamath Falls OR 97601

Notary Public in and for the State of Oregon

My commission expires 10-09-2006