

MTC 1396-7760

M06-12251

Klamath County, Oregon

06/15/2006 11:15:20 AM

Pages 2 Fee: \$26.00

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
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 June 13, 2006, is made and executed between between Snappy Welding Service, Inc., an Oregon Corporation ("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 February 28, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded on March 12, 2002 in Volume M02 on page 14715-20 at the Klamath County Recorder's Office, County of Klamath, Oregon.

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

Lots 31, 32, 33, 34, and 35, Block 18, SECOND RAILROAD ADDITION, to the City of Klamath Falls, 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 805 Market Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-033BC-08900-000.

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

Cross Collateralized with Promissory Note #830369014 .

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 13, 2006.

GRANTOR:

SNAPPY WELDING SERVICE, INC.

By: Larry Wayne Miles, President of Snappy Welding Service, Inc.

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.

LENDER:

SOUTH VALLEY BANK & TRUST

X [Signature]
Authorized Officer

26.00



MODIFICATION OF DEED OF TRUST
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Klamath-Oregon)
)
COUNTY OF Klamath) SS
)



On this 13th day of June, 20 06, before me, the undersigned Notary Public, personally appeared **Larry Wayne Miles, President of Snappy Welding Service, Inc.**, 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 Stephen Van Buren Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 7-9-08

LENDER ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____