

When recorded mail to:  
FIRST AMERICAN TITLE INSURANCE  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FT1120

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

BORROWER		GRANTOR	
JON DEESE SUSAN DEESE 9590113 9185371 #		JON DEESE SUSAN DEESE HUSBAND WIFE	
ADDRESS		ADDRESS	
14905 S POE VALLEY RD KLAMATH FALLS, OR 97603		14905 S POE VALLEY RD KLAMATH FALLS, OR 97603	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 14905 S POE VALLEY RD KLAMATH FALLS, OR 97603			
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 10th day of May 2006 is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender"). A. On April 02, 2006, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of forty five thousand and 00/100 Dollars (\$ 45,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on May 02, 2006 in Book/Reel/Volume No. M06-08508 at Page N/A, or as Instrument No. in the Real Property Records for KLAMATH County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of, the unpaid principal balance due under the Note was \$, and the accrued and unpaid interest on that date was \$. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of forty five thousand and 00/100 dollars (\$45,000.00) is hereby increased to sixty five thousand and 00/100 dollars (\$65,000.00), an increase of twenty thousand and 00/100 dollars (\$20,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

The following described real property located in the County of KLAMATH, State of Oregon:

See Addendum A

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

GRANTOR: JON DEESE

GRANTOR: SUSAN DEESE

JON DEESE

SUSAN DEESE

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: JON DEESE

BORROWER: SUSAN DEESE

JON DEESE

SUSAN DEESE

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

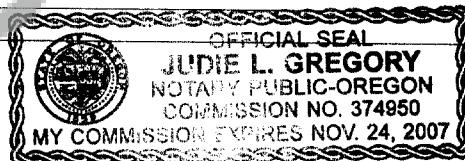
State of Oregon

County of Wahamath County

This instrument was acknowledged before me on May 10, 06 by

Jon Deese and Susan Deese

Notarial Officer



State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notarial Officer

State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of \_\_\_\_\_

Notarial Officer

State of Oregon Idaho

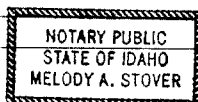
County of Ada

This instrument was acknowledged before me on 5-16-06 by Nathan Leach

**KeyBank National Association**

of \_\_\_\_\_

Melody A. Stover  
Notarial Officer exp: 8/1/06



as Melody Stover

ACAPS # 06111511480C; ALS # 372002270227

THIS DOCUMENT WAS PREPARED BY: KeyBank National Association / David G. Fisher

EXHIBIT A

ALL THAT PORTION OF GOVERNMENT LOT 6, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF THE U.S.B.R. CANAL, TOGETHER WITH

ALL THAT PORTION OF GOVERNMENT LOT 11, SECTION 14, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN LYING NORTH OF THE U.S.B.R. CANAL AND NORTHEASTERLY OF THE EXISTING FENCE LINE AT THE KID BRIDGE, CONSISTING OF APPROXIMATELY 8 ACRES.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

Permanent Parcel Number: R882713  
JON DEESE AND SUSAN DEESE, HUSBAND AND WIFE

14905 SOUTH POE VALLEY ROAD, KLAMATH FALLS OR 97603  
Loan Reference Number : 060831557290C/372002270227  
First American Order No: 9185371  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 DEESE  
9590113

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT

