

2006-020553

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



10/12/2006 11:57:50 AM

Fee: \$26.00

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 September 11, 2006, is made and executed between between Kent Pederson, whose address is 925 Hanks St., Klamath Falls, OR 97601 ("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 September 8, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated September 8, 2006. , recorded September 12, 2006, M06, Page 18353

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

The Easterly 60 feet of Lot 39 of ELMWOOD PARK, 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 4300 Anderson, Klamath Falls, OR 97603. The Real Property tax identification number is R 3909-014BC-01100-000.

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

Change from a Deed of Trust to a Line of Credit Deed of Trust per signed Change in Terms documents dated September 11, 2006.

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 SEPTEMBER 11, 2006.

GRANTOR:

X

Kent Pederson

LENDER:

SOUTH VALLEY BANK & TRUST

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

Oregon

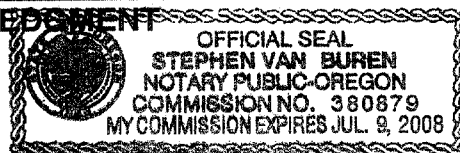
COUNTY OF

Klamath

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On this day before me, the undersigned Notary Public, personally appeared Kent Pederson, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

10th

day of

October

20

06

By

Stephen Van Buren

Residing at

Klamath Falls

Notary Public in and for the State of

Oregon

My commission expires

July 9, 2008

260



MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

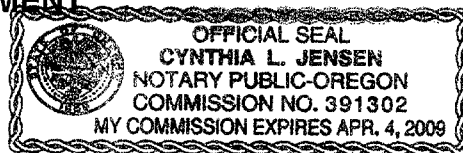
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COUNTY OF

Klamath

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On this 10<sup>th</sup> day of October, 20 06, before me, the undersigned Notary Public, personally appeared Stephen Van Buren 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

Cynthia L. Jensen

Residing at

Klamath Falls

Notary Public in and for the State of

Oregon

My commission expires

4/4/09