

2006-022112

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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

*Lori T.*



00007942200600221120020024

11/03/2006 11:15:45 AM

Fee: \$31.00

**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

*MTC72178*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



**THIS MODIFICATION OF DEED OF TRUST dated November 1, 2006, is made and executed between between TRUSTEE OF THE MYRTLE KATHRYN SCHRIER LIVING TRUST UTD 4-28-97 ("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 October 13, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded on October 14, 2005 in Volume M05 on page 66602, Modified on May 2, 2006, recorded on May 3, 2006 in Volume M06 on page 08635 at the Klamath County Recorder's Office, Klamath County Oregon.

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

Lot 656, Block 116 of MILLS 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 900 Division Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-033DB-00100-000.

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

**Extended maturity date to October 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 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 NOVEMBER 1, 2006.**

**GRANTOR:**

X   
Kathy S. Linville, Trustee of TRUSTEE OF THE MYRTLE KATHRYN SCHRIER LIVING TRUST UTD 4-28-97 under the provisions of a Trust Agreement dated April 28, 1997

**LENDER:**

**SOUTH VALLEY BANK & TRUST**

X   
Authorized Officer

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MODIFICATION OF DEED OF TRUST  
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF OREGON )  
 )  
COUNTY OF KLAMATH )



On this 2ND day of NOVEMBER, 20 06, before me, the undersigned Notary Public, personally appeared Kathy S. Linville, Trustee of TRUSTEE OF THE MYRTLE KATHRYN SCHRIER LIVING TRUST UTD 4-28-97, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature] Residing at KLAMATH FALLS, OREGON 97601  
Notary Public in and for the State of OREGON My commission expires 5/11/2010

LENDER ACKNOWLEDGMENT

STATE OF OREGON )  
 )  
COUNTY OF KLAMATH )



On this 2ND day of NOVEMBER, 20 06, before me, the undersigned Notary Public, personally appeared JEFFREY S. BRADFORD 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 5/11/2010