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

11/15/2006 03:14:49 PM

2006-022886

Klamath County, Oregon

00008864200600228860020025

Fee: \$26.00

SEND TAX NOTICES TO: South Valley Bank & Trust

Commercial Branch P O Box 5210 Klamath Falls, OR 97601

-06-542

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated September 14, 2006, is made and executed between between SDT Properties, LLC, whose address is 2650 Washburn Way, Klamath Falls, OR 97603 ("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 November 29, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated November 29, 2005 and recorded December 2, 2005 in M05, Page 70312.

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

Parcel 2 of Minor Land Partition 33-92, situated in Block 1, Lot 2, Parcel 2 of Major Land Partition 23-91 in Tract 1080-Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in the SE 1/4 NE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 2650 Washburn Way, Klamath Falls, OR 97603. The Real Property tax identification number

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

Restructure loan and Deed of Trust to show that it is no longer a Line of Credit, but is now a term loan. Maturity date is now May 15,

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 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. 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 14, 2006.

**GRANTOR:** 

SDT PROPERTIES, LLC

lember of SDT Properties, LLC

Todd U Stewart, Member of SDT Properties, LLC

of SDT Properties, LLC

LENDER:

26,-F



## MODIFICATION OF DEED OF TRUST (Continued)

LINES LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF  COUNTY OF  On this day of Commission No. 391302  Any Commission No. 391302  Any Commission No. 391302  Any Commission Expires Apr. 4, 2009  On this day of Commission Expires Apr. 4, 2009  On this day of Commission Expires Apr. 4, 2009  Any Commission Expires Apr. 4, 2009  On this day of Commission Expires Apr. 4, 2009  On this day of Commission Expires Apr. 4, 2009  Any Commission Expires Apr. 4, 2009  On this day of Commission Expires Apr. 4, 2009  Any Commission Expires Apr.
LENDER ACKNOWLEDGMENT OFFICIAL SEAL CYNTHIA L. JENSEN
STATE OF NOTARY PUBLIC-OREGON OF COMMISSION NO. 391302  COUNTY OF LUMBER APR. 4, 2009
On this appeared
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.  Residing at Alam a
Notary Public in and for the State of My Commission expires after 4/2009