

MTC1396 - 8762

2007-010405

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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



06/08/2007 03:31:07 PM

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 June 6, 2007, is made and executed between between Patricia M. Jordan and John Honeycutt, an estate in fee simple ("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 March 6, 2001 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on March 12, 2001 in Volume M01 on page 9723 recorded in the office of the County Clerk of Klamath County, Oregon.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon: Lots 65 and 66 Balsiger Tracts, 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 4023 South 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-003AD-02100-000.

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

Principal Increase, restructure to term loan, extend maturity date to April 15, 2011.

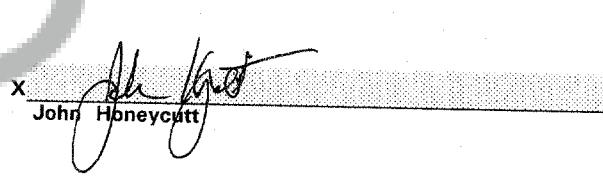
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate 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. 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, not 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.

**DUE ON SALE-CONSENT BY LENDER.** Due On Sale-Consent By Lender. Lender may, at lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all and any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, or whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method or conveyance of an interest in the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

**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 6, 2007.**

**GRANTOR:**

  
X \_\_\_\_\_  
Patricia M. Jordan

  
X \_\_\_\_\_  
John Honeycutt

**LENDER:**

**SOUTH VALLEY BANK & TRUST**

  
X \_\_\_\_\_  
Authorized Officer

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.

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MODIFICATION OF DEED OF TRUST  
(Continued)

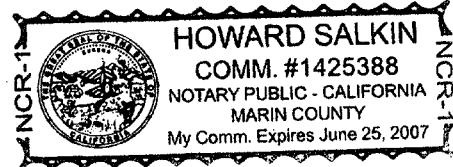
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF California

)  
) SS  
)

COUNTY OF Marin



On this day before me, the undersigned Notary Public, personally appeared Patricia M. Jordan, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4/16 day of June, 2007.

By Howard Salkin

Residing at San Rafael, California

Notary Public in and for the State of California

My commission expires 6/25/07

LENDER ACKNOWLEDGMENT

STATE OF Oregon

)  
) SS  
)

COUNTY OF Klamath

On this 27th day of June, 2007,

appeared CHUCK PAULSEN, 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 Jeffrey Clark

Residing at Klamath Falls, Oregon 97601

Notary Public in and for the State of Oregon



STATE OF OREGON,

County of Jackson

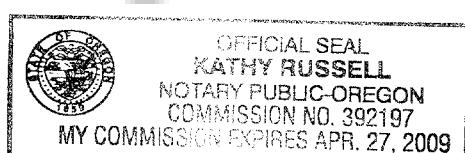
} ss.

On June 6, 2007 DATE

, before me personally appeared John Honeycutt

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Notary Public for Oregon  
My commission expires 4-27-09

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