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

SEND TAX NOTICES TO:

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601 2008-009292 Klamath County, Oregon



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

06/24/2008 03:24:05 PM

Fee: \$26.00

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 19, 2008, is made and executed between Gregory J Conover ("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 June 21, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 25, 2007 in the Office of the Klamath County Clerk, 2007-091333.

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

Lot 5 in Block 44 of FIRST 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 533 North 6th St, Klamath Falls, OR 97601.

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

Extend the maturity to October 15, 2008.

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 19, 2008.

X Lugor Conover

Gregory J Copover

LENDER:

SOUTH VALLEY BANK & TRUST

**GRANTOR:** 

Authorized Officer M Fashy

| INDIVIDUAL   | ACKNO        |                      | OFFICIAL SEAL<br>K. LINVILLE<br>ARY PUBLIC-ORI | F204                   |                      |
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| On this day before me, the undersigned Notary Public, personally and who executed the Modification of Deed of Trust, and acknow act and deed, for the uses and purposes therein mentioned.  Given under my hend and official seal this  By | vledged that | he or she signed the | Modification as                                | his or her free and vi | ribed in<br>oluntary |
| Notary Public in and for the State of December 2   | Му           | committee kpires     | OFFICIAL SEAL                                  | FOON                   |                      |

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| deed of South Valley Bank & Trust, duly authoris                               | a foregoing instrument a | na acknowledged salu<br>k & Trust through its b  | enstrument to be any ire | e and voluntary act and   |
| purposes therein mentioned, and on oath stated                                 |                          |  |                          |                           |
| instrument on behalf of South Valley Bank & Trus                               |                          | Martin and a second sec | MINISSION EXPIRES FEB 9  | E. E = 31                 |
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LASER PRO Lending, Ver. 5.40.00.003

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