

Ntc 13916-9571

2009-007843

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00067301200900078430020029

06/05/2009 03:41:31 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 2, 2009, is made and executed between Robert P. Beaman and Joni Lee Beaman, whose address is 1400 Round Lake Rd., Klamath Falls, OR 97601 (referred to below as "Grantor") and South Valley Bank & Trust, whose address is P O Box 5210, Klamath Falls, OR 97601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 20, 2005 (the "Mortgage") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated May 20, 2005, Recorded on May 20, 2005 in the office of the Klamath County Clerk, Recorded as document #M05-37165 and Modification of Deed of Trust dated May 8, 2007, Recorded May 9, 2007 in the office of the Klamath County Clerk, Recorded as document #2007-008437.

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

The NE1/4 NE1/4 SE1/4, E1/2 E1/2 SE1/4 NE1/4 SE1/4, SE1/4 SE1/4 NE1/4, N1/2 SE1/4 NE1/4 of Section 6, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 1400 Round Lake Rd., Klamath Falls, OR 97601.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend Maturity Date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 2, 2009.

GRANTOR:

X Robert P. Beaman  
Robert P. Beaman

X Joni Lee Beaman  
Joni Lee Beaman

LENDER:

SOUTH VALLEY BANK & TRUST

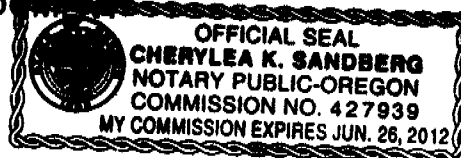
X Cheri Sandberg  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Robert P. Beaman and Joni Lee Beaman, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

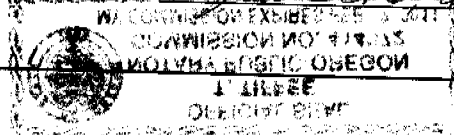
Given under my hand and official seal this 2nd day of June, 2009.

By Cherylea K. Sandberg

Residing at 803 Main

Notary Public in and for the State of Oregon

My commission expires June 26, 2012



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.

31 Amt

MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)  
) SS  
)



On this 3rd day of June, 20 09, before me, the undersigned Notary Public, personally appeared Cheri Sandberg and known to me to be the Personal Banker III, authorized agent for **South Valley Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **South Valley Bank & Trust**, duly authorized by **South Valley Bank & Trust** 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 in fact executed this said instrument on behalf of **South Valley Bank & Trust**.

By T. Tiffie  
Notary Public in and for the State of Oregon

Residing at 803 Main  
My commission expires Feb 7, 2011

