

NOT 64943

2009-008076

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00067575200900080760020024

06/11/2009 10:48:03 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Christopher M. King
Carrie A. King
2112 Watson St.
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2009, is made and executed between **CHRISTOPHER M. KING AND CARRIE A. KING, AS TENANTS BY THE ENTIRETY** (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 3, 2004 (the "Mortgage") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded May 7, 2004 as Document No. M04-28409.

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

Lot 21 in Block 2 of Tract No. 1158, THIRD ADDITION TO EAST HILLS ESTATES, 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 2112 Watson St., Klamath Falls, OR 97603. The Real Property tax identification number is R503556.

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

Increase the maximum principal amount to be advanced from \$30,000.00 to \$61,348.50.

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 1, 2009.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

x Christopher M. King
Christopher M. King

x Carrie A. King
Carrie A. King

LENDER:

SOUTH VALLEY BANK & TRUST

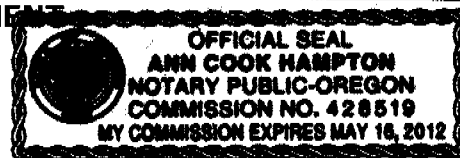
x Authorized Signer
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Christopher M. King and Carrie A. King, 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 1st day of JUNE, 2009.

By Ann Cook Hampton
Notary Public in and for the State of OREGON

Residing at KLAMATH FALLS
My commission expires 5-16-2012

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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT



STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 2nd day of June, 20 09, before me, the undersigned Notary Public, personally appeared Bridgette Griffin and known to me to be the VPI Regional Credit Admin, 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 Jennifer M Engelbrecht
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon

My commission expires

11/17/2012

