

NTZ 1396 - 9748

2009-012704

Klamath County, Oregon

RECORDATION REQUESTED BY:

South Valley Bank & Trust
Commercial Medford Branch
891 O'Hare Parkway
Medford, OR 97504



00073162200900127040020022

09/25/2009 11:20:20 AM

Fee: \$41.00

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
Commercial Medford Branch
891 O'Hare Parkway
Medford, OR 97504

SEND TAX NOTICES TO:

South Valley Bank & Trust
Commercial Medford Branch
891 O'Hare Parkway
Medford, OR 97504

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated September 21, 2009, is made and executed between CURTIS V. WOMELSDORF and LA VONNE WOMELSDORF, husband and wife ("Grantor") and South Valley Bank & Trust, whose address is Commercial Medford Branch, 891 O'Hare Parkway, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 7, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded March 19, 2007 as document no. 2007-004731, a Modification of Deed of Trust dated October 10, 2008 recorded October 17, 2008 as document no. 2008-014251, a Modification of Deed of Trust dated December 5, 2008 recorded December 12, 2008 as document no. 2008-016425 and a Modification of Deed of Trust dated June 9, 2009 recorded June 15, 2009 as document no. 2009-008303.

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

Parcels 1, 2 and 3 of Land Partition 5-04, situated in the SW 1/4 of the NE 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as Balsam Dr., Klamath Falls, OR 97601. The Real Property tax identification number is CODE 084 MAP 3908-012A0 TL 04800 KEY #494753
CODE 084 MAP 3908-012A0 TL 04801 KEY #890270
CODE 084 MAP 3908-012A0 TL 04802 KEY #890271

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

Extend maturity from August 15, 2009 to October 29, 2009.

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.

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 21, 2009.

GRANTOR:

x Curtis V. Womelsdorf
Curtis V Womelsdorf

x LaVonne M. Womelsdorf
LaVonne M Womelsdorf

LENDER:

SOUTH VALLEY BANK & TRUST

x Juan B. Blatter
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.

Almt



MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

)
) SS
)

COUNTY OF Jackson



On this day before me, the undersigned Notary Public, personally appeared Curtis V Womelsdorf, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of September, 20 09.

By Rachel Campbell

Residing at 891 O'Hare Parkway, Medford

Notary Public in and for the State of Oregon

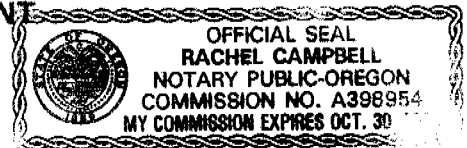
My commission expires 10/30/09

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

)
) SS
)

COUNTY OF Jackson



On this day before me, the undersigned Notary Public, personally appeared LaVonne M Womelsdorf, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of September, 20 09.

By Rachel Campbell

Residing at 891 O'Hare Parkway, Medford

Notary Public in and for the State of Oregon

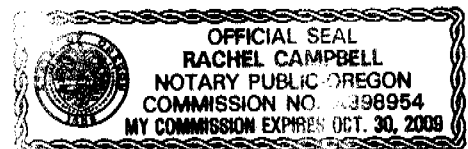
My commission expires 10/30/09

LENDER ACKNOWLEDGMENT

STATE OF Oregon

)
) SS
)

COUNTY OF Jackson



On this 21st day of September, 20 09, before me, the undersigned Notary Public, personally appeared Julia B Boettie and known to me to be the VP & Senior Loan Manager 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 Rachel Campbell

Residing at 891 O'Hare Parkway, Medford

Notary Public in and for the State of Oregon

My commission expires 10/30/09