

NOT 47354

2009-013420

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00074025200900134200020029

10/14/2009 03:20:43 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

David E. Scrogam  
Terri L. Scrogam  
4801 Driftwood Dr.  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 13, 2009, is made and executed between David E. Scrogam and Terri L. Scrogam, whose address is 4801 Driftwood Dr., Klamath Falls, OR 97603 ("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 November 12, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded November 19, 1999 as Volume No. M99 Page 46170.

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

Lots 13 and 14 in Block 208 of MILLS SECOND ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Excepting therefrom that portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded July 6, 1942 in Deed Volume 148 at page 283, Deed Records of Klamath County, Oregon

The Real Property or its address is commonly known as 2175 South Sixth Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-033DC-12200.

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

Extend Maturity Date to October 15, 2014.

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 endorers 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 OCTOBER 13, 2009.

GRANTOR:

x David E. Scrogam  
David E. Scrogam

x Terri L. Scrogam  
Terri L. Scrogam

LENDER:

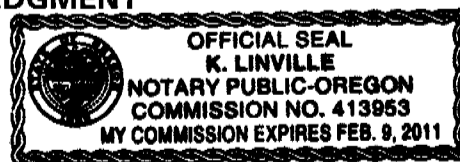
SOUTH VALLEY BANK & TRUST

x Angela M. Barry  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared David E. Scrogam and Terri L. Scrogam, to me known to be the individuals 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 13 day of October, 2009.

By K. Linville Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires 2-9-11

42pm

MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Clatsop



On this 13 day of October, 2009, before me, the undersigned Notary Public, personally appeared Angela Barry and known to me to be the Commercial Loan Officer 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 K. Linville  
Notary Public in and for the State of Oregon

Residing at Highway 101, Fall's  
My commission expires 2-9-11

