

UTC 83024

RECORDATION REQUESTED BY:

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

2010-010113

Klamath County, Oregon



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08/25/2010 11:15:23 AM

Fee: \$42.00

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 DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated August 12, 2010, is made and executed between Klamath Basin Habitat for Humanity, Inc., whose address is PO Box 476, Klamath Falls, OR 97601 ("Grantor") and South Valley Bank & Trust, whose address is Main Street Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 28, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 30, 2008 in Volume 2008 on page 010816, in the Klamath County Recorder's Office in Klamath County, Oregon.

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

Lot 4, Block 8, LENOX, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

The Real Property or its address is commonly known as Lot 4, Block 8, LENOX, Klamath Falls, OR 97601. The Real Property tax identification number is R768725.

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

Extend Maturity Date.

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 AUGUST 12, 2010.

GRANTOR:

KLAMATH BASIN HABITAT FOR HUMANITY, INC.

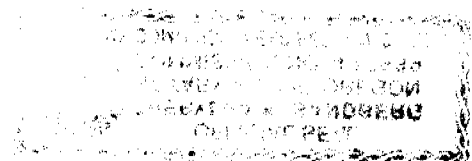
By: Michael S. Bandfield
Michael S. Bandfield, Vice President of Klamath Basin Habitat for Humanity, Inc.

By: Lee K. Beach
Lee K. Beach, Secretary of Klamath Basin Habitat for Humanity, Inc.

LENDER:

SOUTH VALLEY BANK & TRUST

x Cheri Jantzen
Authorized Officer



42AMJ

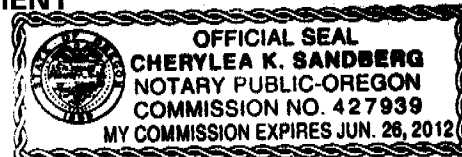


MODIFICATION OF DEED OF TRUST
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CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

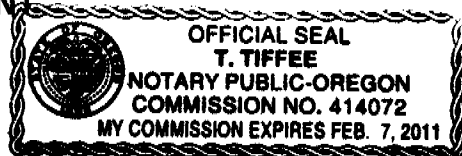


On this 23rd day of August, 2010, before me, the undersigned Notary Public, personally appeared **Michael S. Bandfield, Vice President of Klamath Basin Habitat for Humanity, Inc. and Lee K. Beach, Secretary of Klamath Basin Habitat for Humanity, Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Cherylea K. Sandberg Residing at 802 Main St
Notary Public in and for the State of Oregon My commission expires June 26, 2012

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 23rd day of August, 2010, before me, the undersigned Notary Public, personally appeared Cheri Sandberg and known to me to be the Branch 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 T. Tiffie Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires Feb 7, 2011