TO1396-10175

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

2010-010400 Klamath County, Oregon



09/01/2010 03:25:02 PM

Fee: \$42.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated August 31, 2010, is made and executed between PAUL BIGBY AND AMI L. BIGBY, AS TENANTS BY THE ENTIRETY ("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 September 11, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

ecorded on September 22, 2009 in Volume 2009-012529 at 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:

PARCEL 1:

The Easterly 19 1/2 feet of Lot 35 and the Westerly 12 1/2 feet of Lot 36, Block 16, INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

PARCEL 2:

The Easterly 1/2 of Lot 36 and all of Lot 37, Block 16, INDUSTRIAL ADDITION to the City of Klamath Falls, 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 132 & 140 Martin Street, Klamath Falls, OR 97601. The Real Property tax identification number is R-3809-033BA-04000-000 and R-3809-033BA-04100-00 R416419 and R416400.

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

Extended 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 stiply the near elegance and provisions of this Modification is given conditionally, based on the representation to Lender that the near elegance has the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not 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, accomposation 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 unentageness. whether the obligation to repay such amounts may be or hereafter may become otherwise unenterested

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 31, 2010.

Paul B. Bigby

LENDER:

GRANTOF

SOUTH VALLEY BANK & TRUST

AMERITITLE ,has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficient or as to its effect upon the title to any real property that may be described therein.

> Barrier Commission Carlo Story A CONTRACTOR OF THE PROPERTY O

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MODIFICATION OF DEED OF TRUST (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF <u>Oregon</u>)) ss	OFFICIAL SEAL LORI JANE THORNTON NOTARY PUBLIC-OREGON
COUNTY OF Klamath)	COMMISSION NO. 448167 MY COMMISSION EXPIRES MAY 11, 2014
		COSSISSION OF THE PROPERTY OF
On this day before me, the undersigned Notary Public, personally appeared Paul B. Bigby and Ami L. Bigby , 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 band and opticial/seal this31st	day of Augu	st, 20 <u>10</u>
By Jan Nas	Residing at K	lamath Falls, Oregon 97601
Notary Public in and for the State of Oregon	My commission	expires 5/11/2014
LENDER ACKNOWLEDGMENT		
STATE OF Oregon	,	OFFICIAL SEAL LORI JANE THORNTON
) SS	NOTARY PUBLIC-OREGON COMMISSION NO. 448167
COUNTY OF Klamath) 🔏	MY COMMISSION EXPIRES MAY 11, 2014
On this 31st day of August	20 10 her	fore me, the undersigned Notary Public, personally
appeared Jeff Bradford and known to me to be the VP. Commercial Loan Offi 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 delth stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of South Valley Bapta Trust.		
south Valley Bank & Trust.	O execute this said institution	
South Valley Bank & Trust. By	Residing at	Klamath Falls, OR 97601
South Valley Bank & Trust.		Klamath Falls, OR 97601

LASER PRO Lending, Ver. 5.52.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - OR M:\LPWIN\CFI\LPL\G202.FC TR-10558 PR-STDPRD12