

10747-1396

**RECORDATION REQUESTED BY:**

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

2012-000008

Klamath County, Oregon



01/03/2012 03:20:24 PM

Fee: \$52.00

**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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



**THIS MODIFICATION OF DEED OF TRUST** dated December 14, 2011, is made and executed between William C. Ransom, Kristine J. Ransom, as Tenants by the entirety, as to an undivided one-half interest, and Margie G. Patton, as an undivided one-half interest ("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 August 4, 1994 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded August 19, 1994, in the Office of the Klamath County Clerk in Vol M94, Page 25770 and micro file no. 86262. Modified on July 25, 1997, recorded August 12, 1997, in the Office of the Klamath County Clerk in M97 Page 26473 and micro film no. 43473. Modified August 28, 2002, recorded September 23, 2002 in the Office of the Klamath County Clerk in Vol M02 Page 53933-34.

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

Lots 7 thru 41, inclusive, Block 2, St. Francis Park, in the County of Klamath, State of Oregon. Together with that portion of alley vacated by Order of Vacation recorded August 8, 1957 in Book 293 at Page 427 and recorded March 25, 1974 in Book M-74 at Page 3704, which inures to said property.

The Real Property or its address is commonly known as 4480 South 6th Street, Klamath Falls, OR 97603.

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

**Extend the 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 endorser 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 DECEMBER 14, 2011.**

**GRANTOR:**

x William C. Ransom  
William C. Ransom

x Kristine J. Ransom  
Kristine J. Ransom

x Margie G. Patton  
Margie G. Patton

**LENDER:**

**SOUTH VALLEY BANK & TRUST**

x Jeffrey A. Beach  
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.

527mcf



MODIFICATION OF DEED OF TRUST  
(Continued)

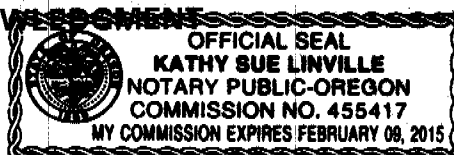
Loan No: 302148

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Linn

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) SS  
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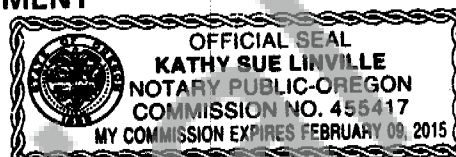
On this day before me, the undersigned Notary Public, personally appeared William C. Ransom; Kristine J. Ransom; and Margie G. Patton, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of December, 2014.  
By K. Linville Residing at Linn Falls  
Notary Public in and for the State of Oregon My commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Linn

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) SS  
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On this 20 day of December, 2014, before me, the undersigned Notary Public, personally appeared Jeff Bradford and known to me to be the VP, 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 Residing at Linn Falls  
Notary Public in and for the State of Oregon My commission expires 2-9-15