

UTC 1396-10866

2012-006730  
Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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



06/20/2012 11:10:32 AM

Fee: \$47.00

**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 June 13, 2012, is made and executed between William S. Putnam, a Single Man ("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 May 31, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded June 1, 2007 in the Office of the Klamath County Clerk at 2007-009881.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1190 S. Spring St, Klamath Falls, OR 97601.

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

Extend the maturity.

**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 JUNE 13, 2012.**

**GRANTOR:**

x William S. Putnam  
William S. Putnam

**LENDER:**

**SOUTH VALLEY BANK & TRUST**

x Jeffrey Bradford  
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.

47 Amt



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 830898146

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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 S. Putnam, 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 15 day of June, 20 12.  
By K. S. 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 15 day of June, 20 12, before me, the undersigned Notary Public, personally appeared William S. Putnam and known to me to be the 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. S. Linville Residing at Linn Falls  
Notary Public in and for the State of Oregon My commission expires 2-9-15

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situated in Government Lots 6 and 7, Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being the Southerly portion of that tract of land conveyed to Juckeland Motors, Inc., by Weyerhaeuser Company and described in Deed Volume M65, page 110, Microfilm Records of Klamath County, Oregon as shown on Record of Survey No. 1072, as recorded in the office of the Klamath County Surveyor, said parcel being more particularly described as follows:

Beginning at a 5/8" iron pin on the Southwest corner of the above tract of land as described in said Deed Volume M65, page 110, said point beginning the Southeast corner of that tract conveyed by Weyerhaeuser Company to Crater Lake Machinery Company by Deed dated August 17, 1950; thence Southeasterly along the arc of a curve to the left to its intersection the Northerly right of way line of the O.C. & E. Railway (the long chord of the last course bears South 45° 20' 03" East a distance of 119.70 feet by said record of Survey No. 1072 and bears South 47° 13' 30" East a distance of 122.18 feet by Deed record); thence South 51° 04' East along said right of way line 170.46 feet; thence North 43° 38' East 180.00 feet; thence North 55° 22' West 287.42 feet to a point on the Westerly line of said tract of land as conveyed to Juckeland Motors, Inc.; thence South 34° 48' West 146.33 feet to the point of beginning, with bearings based on said recorded Survey No. 1072.

  
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**WILLIAM S. PUTNAM**