

WTG 1390-10884

2012-008259

Klamath County, Oregon

RECORDATION REQUESTED BY:

South Valley Bank & Trust
Shasta Branch
1613 Washburn Way
Klamath Falls, OR 97603



00121865201200082590020025

07/27/2012 03:22:47 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
Shasta Branch
1613 Washburn Way
Klamath Falls, OR 97603

SEND TAX NOTICES TO:

South Valley Bank & Trust
Shasta Branch
1613 Washburn Way
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 July 26, 2012, is made and executed between David E. Scrogam and Terri L. Scrogam, as tenants by the entirety whose address is 4801 Driftwood Dr., Klamath Falls, OR 97603 ("Grantor") and South Valley Bank & Trust, whose address is Shasta Branch, 1613 Washburn Way, Klamath Falls, OR 97603 ("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 and Modification of Deed of Trust recorded October 14, 2009 as No. 2009-013420.

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.

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 JULY 26, 2012.

GRANTOR

x
David E. Scrogam

x
Terri L. Scrogam

LENDER:

SOUTH VALLEY BANK & TRUST

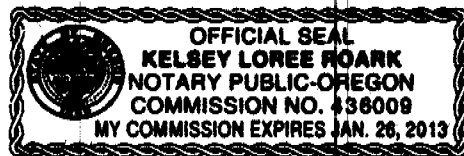
x
Authorized Officer

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.

47pm



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 26th day of July, 20 12.By Kelsey RoarkResiding at 1613 Washburn Way, Kf, ORNotary Public in and for the State of OregonMy commission expires Jan 26, 2013

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
)

On this 26 day of July, 20 12, before me, the undersigned Notary Public, personally appeared Kelsey Roark and known to me to be the personal Banker, 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 Laurel DuffusResiding at 1613 Washburn WayNotary Public in and for the State of OregonMy commission expires Sept. 24, 2013