

11/13/12-10985
RECORDATION REQUESTED BY:
South Valley Bank & Trust
Commercial Branch
P O Box 5210
Klamath Falls, OR 97601

2012-012833
Klamath County, Oregon
11/19/2012 01:40:09 PM
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 October 30, 2012, is made and executed between Jamie H. Jackson, whose address is 5506 Altamont Dr., Klamath Falls, OR 97603; and Sherri A. Jackson, whose address is P O Box 7489, Klamath Falls, OR 97602 ("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 March 30, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 1, 2011 in the Office of the Klamath County Clerk in 2011-004311.

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 3433 Avalon, Austin St., 3150 Onyx Ave., Klamath Falls, OR 97603.

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 endorers 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.

DUE ON SALE-CONSENT BY LENDER. Due On Sale-Consent By Lender. Lender may, at lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all and any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

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 OCTOBER 30, 2012.

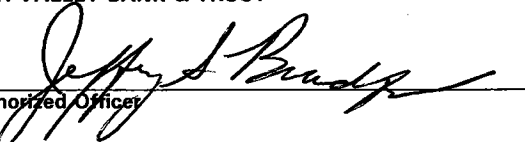
GRANTOR:

X 
Jamie H. Jackson

X 
Sherri A. Jackson

LENDER:

SOUTH VALLEY BANK & TRUST

X 
Authorized Officer
ATP

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.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared Jamie H. Jackson and Sherri A. Jackson, 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 31 day of October, 20 12
By Kathy Sue Linville Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln)
) SS
)

On this 31 day of October, 20 12, before me, the undersigned Notary Public, personally appeared Jeff Bradford 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 Kathy Sue Linville Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

A tract of land situated in the SW ¼ SE ¼ of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the North line of said SW1/4 SE1/4 which bears South 89°46'35" West a distance of 755.0 feet from the Northeast corner of said SW1/4 SE1/4 said point being the Northwest corner of tract described in Deed Volume M90 page 7126 Deed records of Klamath County, Oregon; thence South 0°04'39" East a distance of 977.24 feet to a point, said point being North 0°04'39" West 350 feet from the South line of said SW1/4 SE1/4; thence South 89°07'30" West a distance of 300 feet, more or less, to the Northeasterly line of tract described in Deed Volume 359, page 446, records of Klamath County, Oregon; thence North 28°23'30" West along said Northeasterly line a distance of 600 feet, more or less, to a point on the West line of said SW1/4 SE1/4; thence North along said West line a distance of 448.6 feet more or less, to the Northwest corner of said SW1/4 SE1/4 thence North 89°46'35" East along the North line of the SW1/4 SE1/4 a distance of 584.1 feet, more or less to the point of beginning.

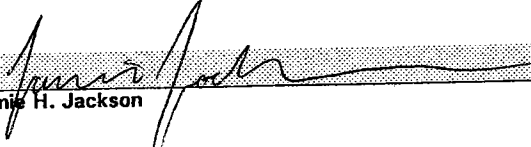
Parcel 2:

Lots 2, 3, and 4 in Block 3, of THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 3:

Lot 1 in Block 3, of THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM the North 10 feet conveyed to Klamath County in Bargain and Sale Deed recorded February 27, 2003 in Volume M03, page 11883, Microfilm Records of Klamath County, Oregon.

x 
Jamie H. Jackson

x 
Sherri A. Jackson