

MTC 1396-10995
RECORDATION REQUESTED BY:

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

2012-013398

Klamath County, Oregon

12/04/2012 09:42:44 AM

Fee: \$52.00

WHEN RECORDED MAIL TO:

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

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.

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 November 26, 2012, is made and executed between William Ransom and Kristine Ransom, Trustees of the Ransom 2011 Family Trust, December 14, 2011 as to an undivided 1/2 interest, Mike Falash and Dee Anna Coleman, as Tenants by the Entirety, as to an undivided 1/2 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 on August 19, 1994 in the Office of the Klamath County Clerk in M94 Page 25770, Modified July 25, 1997, recorded on August 12, 1997 in the Office of the Klamath County Clerk in M97 Page 26473, Modified August 28, 2002 recorded on September 23, 2002 in the Office of the Klamath County Clerk in M02 Page 53933, Modified on December 14, 2011 recorded on January 3, 2012 in the Office of the Klamath County Clerk in 2012 00008.

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

Parcel 1 of Land Partition 10-01, situated in the NW1/4 SW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

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

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

To change the property vesting from William C. Ransom, Kristine J. Ransom, as Tenants by the entirety, as to an undivided one-half interest. And James H. Patton and Margie G. Patton as tenants by the entirety, as to an undivided one-half interest. To William Ransom and Kristine Ransom Trustees of the Ransom 2011 Family Trust, December 14, 2011, as to an undivided 1/2 interest, Mike Falash and DeeAnna Coleman, as Tenants by the entirety, as to an undivided 1/2 interest and 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 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.

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 NOVEMBER 26, 2012.

GRANTOR:

THE RANSOM 2011 FAMILY TRUST DECEMBER 14, 2011

By: William C. Ransom
William Ransom, Trustee of The Ransom 2011 Family Trust December 14, 2011

By: Kristine Ransom
Kristine Ransom, Trustee of The Ransom 2011 Family Trust December 14, 2011

X Michael A. Falash, Individually

X Dee Anna Coleman, Individually

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 302148

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LENDER:

SOUTH VALLEY BANK & TRUST

X Jeffrey S Bradford
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)

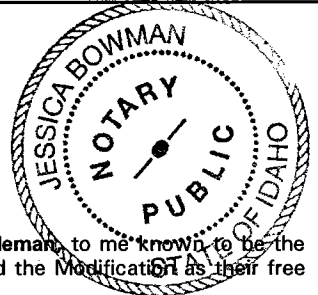


On this 26 day of November, 2012, before me, the undersigned Notary Public, personally appeared William Ransom, Trustee of The Ransom 2011 Family Trust December 14, 2011 and Kristine Ransom, Trustee of The Ransom 2011 Family Trust December 14, 2011, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Jessuelle Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)



On this day before me, the undersigned Notary Public, personally appeared Michael A. Falash and Dee Anna Coleman, 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 27th day of November, 2012.
By Jessica Bowman Residing at Meridian, Idaho
Notary Public in and for the State of Idaho My commission expires 9-19-2018

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this 26 day of November, 2012, before me, the undersigned Notary Public, personally appeared Jeff Bradford and known to me to be the VP of Credit mgmt, 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 Jessuelle Residing at 2-9-15
Notary Public in and for the State of Oregon My commission expires 2-9-15