

M05-69201

RECORDATION REQUESTED BY:

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

Klamath County, Oregon

11/16/2005 11:29:31 AM

Pages 2 Fee: \$26.00

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

1st 97754

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated November 8, 2005, is made and executed between between Robert C. Bunyard and Cathy A. Bunyard, Husband and Wife ("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 April 12, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded on April 13, 2004 in Volume M04 on page 21548 in the County of Klamath Recorder's Office .

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

Parcel 1 and 2 of Land Partition 57-04 and Parcel 3 of Land Partition 25-03 situate in NE 1/4 SE 1/4 of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 4000 Highway 39, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-12DA-1500 & 3909-12DA-1400 & 3909-12DA-2100

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

Real Property parcel description change from Parcels 2 and 3, to Parcels 1, 2, and 3, payment restructure and interest rate change, extend maturity date to November 5, 2015.

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.

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 8, 2005.

GRANTOR:

x Robert C Bunyard
Robert C. Bunyard

x Cathy A Bunyard
Cathy A. Bunyard

LENDER:

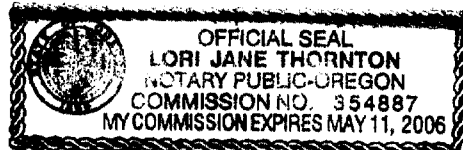
SOUTH VALLEY BANK & TRUST

x Chuck Carlson
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Robert C. Bunyard and Cathy A. Bunyard, 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 14th day of November, 2005
By [Signature]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, Oregon 97601
My commission expires 5-11-2006

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MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF

OREGON

COUNTY OF

Klamath

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On this 14th day of November, 2005, before me, the undersigned Notary Public, personally appeared CHUCK PAULSEN and known to me to be the

LOAN OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and 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 that the seal affixed is the corporate seal of said Lender.

By

[Signature]

Notary Public in and for the State of

OREGON

Residing at

Klamath Falls Oregon 97601

My commission expires

5-11-2006