

2009-005239

Klamath County, Oregon



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04/15/2009 09:15:52 AM

Fee: \$26.00

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B.
Bank Loan Center
One State Farm Plaza
Bloomington, IL 61710

WHEN RECORDED MAIL TO:

State Farm Bank, F.S.B.
P.O. Box 5861
Madison, WI 53705-0961

RETURN TO

DRI Title & Escrow

12720 I Street, Suite 100
Omaha, NE 68137

SEND TAX NOTICES TO:

GENE K. HILL
JUDITH A. HILL
3805 MAZAMA DRIVE
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 March 26, 2009, is made and executed between GENE K. HILL and JUDITH A. HILL; as Husband and Wife ("Grantor") and State Farm Bank, F.S.B., whose address is Bank Loan Center, One State Farm Plaza, Bloomington, IL 61710 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 5, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED IN THE AMOUNT OF \$50,000.00 ON NOVEMBER 21, 2007, AS DOCUMENT NUMBER 2007-019752 IN THE KLAMATH COUNTY RECORDS.

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

THE FOLLOWING DESCRIBED REAL PROPERTY, FREE OF ENCUMBRANCES EXCEPT AS SPECIFICALLY SET FORTH HEREIN IN THE COUNTY OF KLAMATH AND STATE OF OREGON, TO WIT: LOT 1 IN BLOCK 3 OF MAZAMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 3805 MAZAMA DRIVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R-3909-010DD-02000-000.

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

PRINCIPAL INCREASE OF \$60,000.00. LINE OF CREDIT DEED OF TRUST. (A) THIS DEED OF TRUST IS A LINE OF CREDIT INSTRUMENT. (B) THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$110,000.00. (C) THE TERM OF THE CREDIT AGREEMENT COMMENCES ON THE DATE OF THE DEED OF TRUST AND ENDS ON APRIL 30, 2016.

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.

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 MARCH 26, 2009.

GRANTOR:

x Gene K. Hill
GENE K. HILL

x Judith A. Hill
JUDITH A. HILL

LENDER:

STATE FARM BANK, F.S.B.

x Steven W. Hahn
Authorized Officer

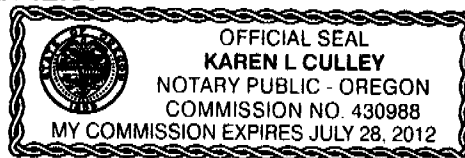
STEVEN W. HAHN
HOME EQUITY MANAGER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath)
) SS
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On this day before me, the undersigned Notary Public, personally appeared GENE K. HILL and JUDITH A. HILL, as Husband and Wife, 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 March, 2009.

By Karen L. CulleyResiding at 4729 S. 6th St, Klamath Falls, OR 97603Notary Public in and for the State of ORMy commission expires 7/28/2012

LENDER ACKNOWLEDGMENT

STATE OF

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COUNTY OF

St. Louis)
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On this 7th day of April, 2009, before me, the undersigned Notary Public, personally appeared Steve W. Hahn and known to me to be the Home Equity Manager authorized agent for State Farm Bank, F.S.B. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of State Farm Bank, F.S.B., duly authorized by State Farm Bank, F.S.B. 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 State Farm Bank, F.S.B..

By Jeff SalgerResiding at St. Louis CountyNotary Public in and for the State of MOMy commission expires 9-19-2011