

UTC 76462

**RECORDATION REQUESTED BY:**

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

2009-007720

Klamath County, Oregon



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06/03/2009 03:40:07 PM

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated June 2, 2009, is made and executed between Jay Dean Buller, whose address is 27987 Stateline Road, Malin, OR 97632 and Cheryl Lynn Buller, whose address is 27987 Stateline Road, Malin, OR 97632 ("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 September 26, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded September 29, 2006 as Document No. 2006-019692.

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

Farm Unit "A", according to the FARM UNIT PLAT, on Lots 8, 9 and 20 of Section 19, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 27987 Stateline Road, Malin, OR 97632. The Real Property tax identification number is 4112-01900-00800-000.

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

Principal Increase from \$30,000.00 to \$34,567.21.

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.

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 JUNE 2, 2009.

**GRANTOR:**

X Jay Dean Buller  
Jay Dean Buller

X Cheryl Lynn Buller  
Cheryl Lynn Buller

**LENDER:**

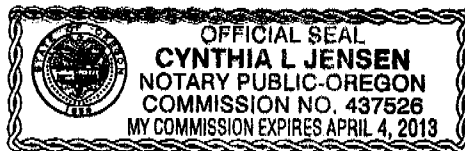
**SOUTH VALLEY BANK & TRUST**

X [Signature]  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Jay Dean Buller and Cheryl Lynn Buller, 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 2nd day of June, 2009.  
By Cynthia L. Jensen Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 4/4/2013

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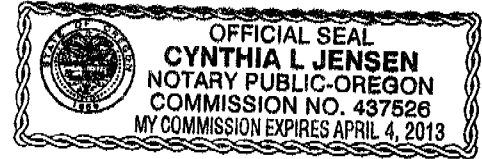
MODIFICATION OF DEED OF TRUST  
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LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this 2<sup>nd</sup> day of June, 2009, before me, the undersigned Notary Public, personally appeared Bridgette Griffin and known to me to be the Regional Credit Admin., 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 Cynthia L. Jensen  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires 4/4/2013

Unofficial Copy