

NOTE 90404-JDS

2011-006484  
Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00102413201100064840040043

05/25/2011 03:20:01 PM

Fee: \$52.00

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 May 24, 2011, is made and executed between Tyrel M. Kliewer and Brooke E. Kliewer, as Tenants by the Entirety ("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 15, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 22, 2011 in the Office of the Klamath County Clerk, document no. 2011-005109.

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 911 & 927 Old Midland Rd., Klamath Falls, OR 97603.

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

Add Farm Services Agency Guarantee and extend the maturity date to July 1, 2041.

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 MAY 24, 2011.

GRANTOR:

x Tyrel M. Kliewer  
Tyrel M. Kliewer

x Brooke E. Kliewer  
Brooke E. Kliewer

LENDER:

SOUTH VALLEY BANK & TRUST

x Susan Koch  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

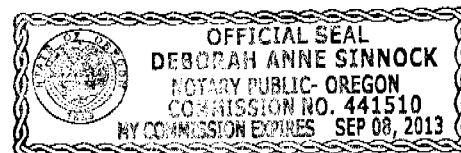
STATE OF OR

)

COUNTY OF Klamath

) SS

)



On this day before me, the undersigned Notary Public, personally appeared Tyrel M. Kliewer and Brooke E. Kliewer, 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 24th day of MAY, 2011.

By Deborah Anne Sinnock

Residing at Klamath Co

Notary Public in and for the State of OR

My commission expires 9-8-13

524MCL



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 831459682

Page 2

LENDER ACKNOWLEDGMENT

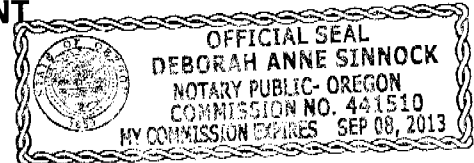
STATE OF OR

)

COUNTY OF Klamath

) SS

)



On this 29th day of MAY, 2011, before me, the undersigned Notary Public, personally appeared TESSA KOCH and known to me to be the Commercial Loan Officer, 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 Deborah Sinnock

Residing at Klamath Co

Notary Public in and for the State of OR

My commission expires 9-8-13

EXHIBIT "A"  
LEGAL DESCRIPTION

**Parcel 1:**

The SE1/4 SE1/4 and all that portion of the NE1/4 SE1/4 lying South of the U.S.R.S. No. 1 Drain Ditch, in Section 32, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING therefrom that portion conveyed to the United States of America by deed dated July 11, 1912, recoded July 12, 1912 in Volume 37, page 438, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING a tract of land situated in the SE1/4 SE1/4 of Section 32, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Westerly right of way of Tingley Road, from which the Southeast corner of said Section 32 bears South 30°21' East 123.34 feet; thence North 64°13'10" West 276.10 feet; thence North 85°59' West 52.55 feet; thence South 3°11'20" West 117.93 feet, more or less, to the Northeasterly right of way of a U.S.R.S. Canal; thence along said right of way South 49°53' East 112.75 feet to its intersection with the North right of way of the Midland Road; thence South 89°59' East 89 feet to the beginning of a curve to the left; thence around a 34°48'15" curve to the left, the long chord of which bears North 63°22' East 148.10 feet to the point of beginning.

**Parcel 2:**

The SW1/4 NE1/4 and the W1/2 SE1/4, Section 32, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the United States of America by deed dated May 24, 1932, recorded June 24, 1932, in Volume 97, page 489, Klamath County Deed Records.

ALSO EXCEPTING THEREFROM one acre, more or less, described as following:

Beginning at the Southwest corner of the SW1/4 SE1/4, Section 32, Township 39 South, Range 9 East of the Willamette Meridian; Klamath County, Oregon, thence North along the West line of the SW1/4 SE1/4 30.0 feet to the North right of way line of the Midland Road which is the true point of beginning; thence North along the West line of the SW1/4 SE1/4 348.48 feet; thence East along a line parallel to the South line of Section 32, 125.0 feet; thence South parallel to the West line of the SW1/4 SE1/4 348.48 feet to the North right of way line of the Midland Road; thence West along the North right of way line 125.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the parcel described in the Bargain and Sale Deed recorded January 12, 2011 in Volume 2011-000442, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

(continued next page)

(Parcel 2 legal description continued)

Beginning at a point on the North-South center section line of said Section 32, from which the South 1/4 corner of said Section 32 bears South 00°15'25" East 378.48 feet; thence North 00°15'25" East along the said North-South centerline of said Section 32, 381.37 feet to its intersection with the Southwesterly right of way line of the USBR C-4 Lateral; thence South 27°41'22" East along the said Southwesterly right of way line, 266.73 feet; thence South 00°12'25" West parallel to and 125.00 feet distant from the said North-South centerline of said Section 32, 145.22 feet; thence North 89°59'00" West parallel to the South line of said Section 32, 125.00 feet to the point of beginning.

BY: Tyrel M. Klie  
TYREL M. KLIEWER, INDIVIDUAL  
TK

BY: Brooke E. Klie  
BROOKE E. KLIEWER, INDIVIDUAL