

WTC 1396-1a55

RECORDATION REQUESTED BY:

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

2011-010919

Klamath County, Oregon



00107992201100109190020026

09/30/2011 09:07:33 AM

Fee: \$42.00

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 September 29, 2011, is made and executed between Jay Dean Buller and Cheryl Lynn Buller ("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 on September 29, 2006 in the Office of the Klamath County Clerk in 2006-019652, Modified on June 2, 2009, recorded on June 3, 2009 in the Office of the Klamath County Clerk.

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.

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

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 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.

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 SEPTEMBER 29, 2011.

GRANTOR:

x Jay Buller
Jay Dean Buller

x Cheryl Buller
Cheryl Lynn Buller

LENDER:

SOUTH VALLEY BANK & TRUST

x Lisa Koch
Authorized Officer

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.

42 amt



INDIVIDUAL ACKNOWLEDGMENT

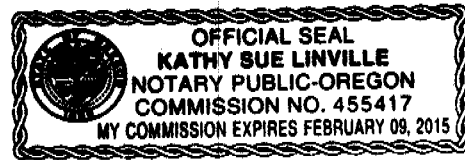
STATE OF Oregon

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COUNTY OF Clatsop

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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

29

day of

Sept., 2011.By K. S. LinvilleResiding at Clatsop FallsNotary Public in and for the State of OregonMy commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Clatsop

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On this 29 day of Sept, 2011, before me, the undersigned Notary Public, personally appeared Tessa Koch and known to me to be the 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 K. S. LinvilleResiding at Clatsop FallsNotary Public in and for the State of OregonMy commission expires 2-9-15