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State of Oregon, County of Klamath
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Linda Smith, County Clerk
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After Recordation Return to:

KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(541) 664-5596

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

BORROWER		GRANTOR	
KARL L. GEANEY DEBRA GEANEY		KARL L. GEANEY DEBRA J. GEANEY	HUSBAND WIFE
ADDRESS 3703 LA MARADA WAY KLAMATH FALLS, OR 97603		ADDRESS 3703 LA MARADA WAY KLAMATH FALLS, OR 97603	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3703 LA MARADA WAY KLAMATH FALLS, OR 97603			
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 8th day of November 2003, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender"). A. On September 12, 2003, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of fifty five thousand and 00/100 Dollars (\$ 55,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on September 16, 2003 in Book/Reel/Volume No. M03 at Page 68660, or as Instrument No. _____, in the Real Property Records for KLAMATH County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

☐ The maturity date of the Note is extended to _____, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of fifty five thousand and 00/100 dollars (\$55,000.00) is hereby increased to sixty thousand five hundred and 00/100 dollars (\$60,500.00), an increase of five thousand five hundred and 00/100 dollars (\$5,500.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of KLAMATH, State of Oregon:

LOT 4, BLOCK 15, TRACT NO. 1108, SEVENTH ADDITION TO SUNSET
VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. FIRST AMERICAN TITLE ORDER
NO:4802309

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR
OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE
NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS
MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR
OTHER FORECLOSURE ACTION.

GRANTOR: KARL L. GEANEY

Karl L. Geaney
 KARL L. GEANEY
 GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR: DEBRA J. GEANEY

Debra J. Geaney
 DEBRA J. GEANEY
 GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: KARL L. GEANEY

Karl L. Geaney
 KARL L. GEANEY
 BORROWER:

BORROWER:

BORROWER:

BORROWER: DEBRA GEANEY

Debra Geaney
 DEBRA GEANEY
 BORROWER:

BORROWER:

BORROWER:

LENDER:

Shirley Hunt
KeyBank National Association

State of Oregon

County of JacksonThis instrument was acknowledged before me on Nov. 8 2003 by Karl Geaney

Notarial Officer

State of Oregon

County of JacksonThis instrument was acknowledged before me on Nov 8 2003 by Debra Geaney

Notarial Officer

State of Oregon

County of _____

This instrument was acknowledged before me on _____ by _____

of _____

Notarial Officer

State of Oregon IDAHOCounty of ADAThis instrument was acknowledged before me on Nov 12, 03 by Shirley Huntof KeyBank National Association

Notarial Officer

ACAPS # 032651247500C; ALS # 372001933934

THIS DOCUMENT WAS PREPARED BY: KeyBank National Association / David G. Fisher

