

04 APR 14 AM 9:07

State of Oregon, County of Klamath  
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 Linda Smith, County Clerk  
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04 APR 14 AM 9:07 Return to:

KeyBank National Association  
 P.O. Box 16430  
 Boise, ID 83715  
 (541) 734-2610

## MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

|  |   |
|--|---|
| <b>BORROWER</b>  | <b>GRANTOR</b>                            |
| JAMES R. MYERS   | JAMES MYERS<br>UNMARRIED                  |
| 135 LINCOLN ST<br>KLAMATH FALLS, OR 97601                                      | 135 LINCOLN ST<br>KLAMATH FALLS, OR 97601 |
| ADDRESS OF REAL PROPERTY: 135 LINCOLN ST<br>KLAMATH FALLS, OR 97601            |   |
| BENEFICIARY: KeyBank National Association<br>P.O. Box 16430<br>Boise, ID 83715 |   |

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 2nd day of April 2004, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On October 04, 2002, 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 thirty three thousand and 00/100 Dollars (\$ 33,000.00), 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 October 16, 2002 in Book/Reel/Volume No. M02 at Page 58886, 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 thirty three thousand and 00/100 dollars (\$33,000.00) is hereby increased to forty eight thousand and 00/100 dollars (\$48,000.00), an increase of fifteen thousand and 00/100 dollars (\$15,000.00).

## 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:

LOTS 5 AND 6 IN BLOCK 39, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, AND LOT 2 IN BLOCK 17 OF EWAUNA HEIGHTS ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. FIRST AMERICAN TITLE ORDER NO:5433183

**SCHEDULE B**

GRANTOR: JAMES MYERS

GRANTOR:

*James Myers*  
JAMES MYERS

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: JAMES R. MYERS

BORROWER:

*James R. Myers*  
JAMES R. MYERS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

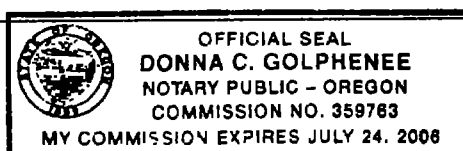
LENDER: *Shirley Hunt*  
KeyBank National Association

State of Oregon

County of *Jackson*

This instrument was acknowledged before me on *4/2/04* by *James Myers*

*Donna C. Golphene*  
Notarial Officer *72406*



State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notarial Officer

State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of \_\_\_\_\_

Notarial Officer

State of Oregon *Idaho*

County of *Ada*

This instrument was acknowledged before me on *April 8, 04* by *Shirley Hunt*

of *KeyBank National Association*

Notarial Officer

ACAPS # 040851417350C; ALS # 372001761552

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

