

State of Oregon, County of Klamath
 Recorded 02/22/2005 9.09 a m
 Vol M05 Pg 11353-56
 Linda Smith, County Clerk
 Fee \$ 36⁰⁰ # of Pgs 4

When recorded mail to:

FIRST AMERICAN ELS, INC.
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

BORROWER		GRANTOR	
WILFRED SMELSER DONNA M. SMELSER		WILFRED SMELSER DONNA M. SMELSER HUSBAND WIFE	
ADDRESS 21550 SPRAGUE RIVER RD CHILOQUIN, OR 97624		ADDRESS 21550 SPRAGUE RIVER RD CHILOQUIN, OR 97624	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 21550 SPRAGUE RIVER RD CHILOQUIN, OR 97624			
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 2nd day of February 2005, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On April 21, 2000, 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 twenty one thousand six hundred twenty five and 00/100 Dollars (\$ 21,625.00), 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 April 28, 2000 in Book/Reel/Volume No. M00 at Page 15200, 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 twenty one thousand six hundred twenty five and 00/100 dollars (\$21,625.00) is hereby increased to thirty thousand and 00/100 dollars (\$30,000.00), an increase of eight thousand three hundred seventy five and 00/100 dollars (\$8,375.00).

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.

First American Equity Loan Services, Inc.

16776646

SCHEDULE A

The following described real property located in the County of KLAMATH, State of Oregon
See Addendum A

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.

First American Title Service, Inc.

GRANTOR: WILFRED SMELSER

GRANTOR: DONNA M. SMELSER

WILFRED SMELSER

DONNA M. SMELSER

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: WILFRED SMELSER

BORROWER: DONNA M. SMELSER

WILFRED SMELSER

DONNA M. SMELSER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

State of Oregon

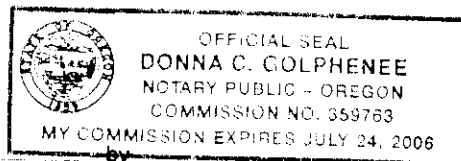
County of Jackson

This instrument was acknowledged before me on 2-2-05
and Donna M Smelser

by Wilfred Smelser

Notarial Officer

Donna C Golphenee



State of Oregon

County of

This instrument was acknowledged before me on

Notarial Officer

State of Oregon

County of

This instrument was acknowledged before me on

of as

Notarial Officer

State of ~~Oregon~~ Idaho

County of Canyon

This instrument was acknowledged before me on 2-3-05

KeyBank National Association

of David G Fisher 11-8-2010

Notarial Officer

ACAPS # 050211632350C; ALS # 372001233137

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

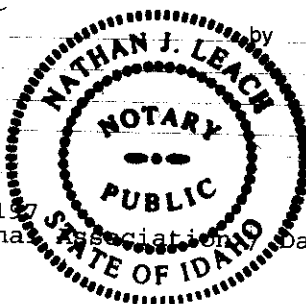


EXHIBIT A

THAT PORTION OF GOVERNMENT LOTS 2 AND 3 LYING EAST OF THE
SPRAGUE RIVER IN SECTION 4 TOWNSHIP 36 SOUTH RANGE 10 EAST OF
THE WILLAMETTE MERIDIAN KLAMATH COUNTY OREGON.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON:

Permanent Parcel Number: R324134
DONNA M. SMELSER, NO MARITAL STATUS PROVIDED

21550 SPRAGUE RIVER ROAD, CHILOQUIN OR 97624
Loan Reference Number : 050211632350C/372001233197
First American Order No: 6776646
Identifier: ELS