

2007-016423

Klamath County, Oregon



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09/18/2007 02:04:14 PM

Fee: \$36.00

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

BORROWER		GRANTOR	
JOSHUA NICHOLS CHRISTINA NICHOLS		JOSHUA NICHOLS CHRISTINA NICHOLS 12994309	
ADDRESS 61424 LANGELL ST BLY, OR 97622		ADDRESS 61424 LANGELL ST BLY, OR 97622	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 61424 LANGELL ST BLY, OR 97622			
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 1st day of September 2007, 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 28, 2006, 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 six thousand and 00/100 Dollars (\$ 36,000.00), 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 November 20, 2006 in Book/Reel/Volume No. _____ at Page _____, or as Instrument No. 2006-023217, 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 six thousand and 00/100 dollars (\$36,000.00) is hereby increased to forty three thousand and 00/100 dollars (\$43,000.00), an increase of seven thousand and 00/100 dollars (\$7,000.00).

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:
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.

GRANTOR: JOSHUA NICHOLS

JOSHUA NICHOLS

GRANTOR:

GRANTOR: CHRISTINA NICHOLS

CHRISTINA NICHOLS

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: JOSHUA NICHOLS

JOSHUA NICHOLS

BORROWER:

BORROWER: CHRISTINA NICHOLS

CHRISTINA NICHOLS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

State of Oregon

County of Jackson

This instrument was acknowledged before me on Sep 1, 2007 by Christina Nichols

Notarial Officer

State of Oregon

County of Jackson

This instrument was acknowledged before me on Sep 1, 2007 by Joshua Nichols

Notarial Officer

State of Oregon

County of

This instrument was acknowledged before me on

as

of

Notarial Officer

State of Oregon

County of Ada

This instrument was acknowledged before me on 9-5-2007 by Nathan Leach

as

of

Notarial Officer

ACAPS # 072321246260C; ALS # 372002341884

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

EXHIBIT "A"

LEGAL DESCRIPTION


LOTS 6, 7 IN BLOCK 8 IN NORTH BLY, KLAMATH COUNTY, OREGON.
SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON. Permanent
Parcel Number: R366133

R366133

61424 LANGELL ST; BLY, OR 97622

23005715 / 072321246260C
34470129/f



 NICHOLS
12994309 OR
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT
