

2008-007443

Klamath County, Oregon



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05/21/2008 11:22:29 AM

Fee: \$31.00

RECORDATION REQUESTED BY:

People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

WHEN RECORDED MAIL TO:

People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

SEND TAX NOTICES TO:

Scott Engle
Coni Engle
4137 Dry Creek Road
Medford, OR 97504

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 15, 2008, is made and executed between Scott Engle and Coni Engle as tenants by the entirety, whose address is 4137 Dry Creek Road, Medford, OR 97504 ("Grantor") and People's Bank of Commerce, whose address is Main Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 14, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on May 21, 2003 as Document # Vol MO3 Page 34275 in the office of Klamath County Official Records.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See Attached "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 28414 Chin-Tolk Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3606-002BB-02400-000.

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

Extend maturity date to May 15, 2018 and increase loan amount from \$204,000.00 to \$245,000.00.

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 endorser 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.

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 MAY 15, 2008

GRANTOR:

X Scott Engle

X Coni Engle

LENDER:

PEOPLE'S BANK OF COMMERCE

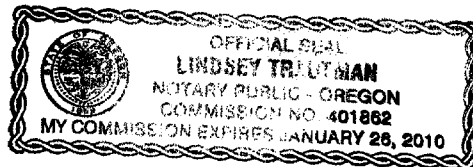
X Genie Gilliam, Vice President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Scott Engle, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of May, 2008.

By Lindsey Trautman
Notary Public in and for the State of Oregon

Residing at Medford, OR
My commission expires January 26, 2010

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 7189

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INDIVIDUAL ACKNOWLEDGMENT



STATE OF Oregon

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COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared **Coni Engle**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of May, 20 08.

By Lindsey Trautman

Residing at Medford, OR 97504

Notary Public in and for the State of Oregon

My commission expires January 26, 2010

LENDER ACKNOWLEDGMENT



STATE OF Oregon

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COUNTY OF Jackson

) SS

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On this 15th day of May, 20 08, before me, the undersigned Notary Public, personally appeared **Genie Gilliam** and known to me to be the **Vice President**, authorized agent for **People's Bank of Commerce** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **People's Bank of Commerce**, duly authorized by **People's Bank of Commerce** 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 **People's Bank of Commerce**.

By Lindsey Trautman

Residing at Medford, OR

Notary Public in and for the State of Oregon

My commission expires January 26, 2010

EXHIBIT "A"
LEGAL DESCRIPTION

34287

That portion of the property in Section 2, Township 36 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which was deeded to N.B. Selleck by Deed recorded in Book 150 at Page 289 of Klamath County, Oregon Deed Records, which lies Westerly of the County Road known as the Rocky Point Road or West Side Road and which was formerly State Highway No. 421, and more particularly described as follows:

Beginning at the point on the Westerly line of the Rocky Point Road which is the Northeast corner of Lot 10, Block 5 of Arrowhead Village; thence North $65^{\circ} 51'$ West (North $65^{\circ} 56 \frac{1}{2}''$ West in said Selleck Deed) a distance of 533.67 feet, more or less, along the Northerly line of Lots 10, 9, 8, 7, 6 and 5 to the Southeast corner of Lot 1, All in Block 5 of Arrowhead Village; thence North $24^{\circ} 09'$ East (North $24^{\circ} 03 \frac{1}{2}'$ East in said Selleck Deed) a distance of 150 feet to the Southerly line of Chin-Tolk Street; thence South $65^{\circ} 51'$ East (South $65^{\circ} 56 \frac{1}{2}'$ East in said Selleck Deed) along said Southerly line of Chin-Tolk Street to its intersection with the Westerly line of said Rocky Point Road; thence Southwesterly along said Westerly line of said Rocky Point Road a distance of 150.47 feet, more or less, to the point of beginning.

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