

NOT 84579

2009-003463
Klamath County, Oregon



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03/10/2009 11:59:41 AM

Fee: \$36.00

This Space Provided for Recorder's Use

WHEN RECORDED RETURN TO:

SOFCU Community Credit Union
3737 Shasta Way, Suite C
Klamath Falls, OR 97603

MODIFICATION AGREEMENT

Grantor(s): Edward Arthur Lynch and Linda Diane Lynch

Grantee: SOFCU Community Credit Union

Legal Description:

PARCEL 1:

The W1/2SE1/4 of Section 3, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Malin High Line Canal, Klamath County, Oregon.

PARCEL 2:

The E1/2SE1/4 of Section 3, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Malin High Line Canal, Klamath County, Oregon.

Assessor's Property Tax Parcel or Account No.:

Code No: 016	Account No.: 4112-00300-01400-000	Key No. 108252
Code No: 016	Account No.: 4112-00300-01400-000	Key No. 893027
Code No: 016	Account No.: 4112-00300-01300-000	Key No. 108216
Code No: 016	Account No.: 5112-00300-01800-000	Key No. 108243

On or about 2/25/2005, Grantor(s) executed and delivered to SOFCU Community Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on 3/4/05, in the records of Klamath County, Document number M05 page 1511. The Deed of Trust secures a promissory note or loan agreement ("Loan Agreement") in the original amount of \$30,000.00. Modification dated May 8, 2005, Recorded August 10, 2005, in M05 at page 61597, and Modification dated May 8, 2006, recorded 5/12/2006 M06/ 6/15/07/. **MODIFICATION.** Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows: M06-09611

☒ **Principal Balance Increase.** The principal amount is increased to \$73,000.00.

☐ **Interest Rate.** The interest rate is changed to:

☐ a fixed interest rate of _____%.

☐ a variable interest rate of _____%. The rate may change based on changes in the following index: Prime Rate. The interest rate on the loan is determined by adding a margin of _____ points to the index. The rate may change monthly, based on the index, the highest Prime Rate correctly published in the Wall Street Journal, Western Edition, on the last business day of the month prior to change. The rate will not be less than _____% nor more than _____%.

☐ **Payment Schedule.** The new payment schedule is _____

☐ **Extension.** The maturity date is changed to _____.

31. Ant

- [] **Assumption.** The following person(s) or entity(s), referred to below as the "Assuming Party," has assumed and is now liable for the indebtedness and obligations of Trustor under the Deed of Trust.

Name: _____
Address: _____


- [] **Other.** _____


CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement 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 and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, and endorsers to the Loan Agreement, 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.


DATED this 5 of March, 2009.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND GRANTOR AGREES TO ITS TERMS.

GRANTORS:


EDWARD ARTHUR LYNCH, CO-TRUSTEE
OF THE Edward Arthur Lynch and Linda Diane
Lynch Trust dated October 12, 2005


EDWARD ARTHUR LYNCH, INDIVIDUALLY


LINDA DIANE LYNCH, CO-TRUSTEE
of the Edward Arthur Lynch and Linda Diane
Lynch Trust Dated October 12, 2005
STATE OF OREGON _____


LINDA DIANE LYNCH, INDIVIDUALLY

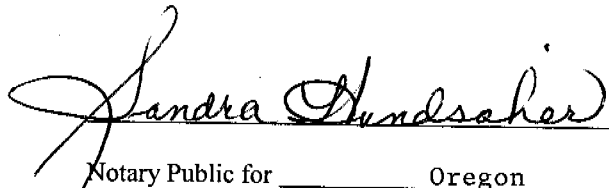
) ss.

County of Klamath)

On this 5th day of March, 2009 before me, a Notary Public in and for said state, personally appeared Edward Arthur Lynch and Linda Diane Lynch, husband and wife, and Edward Arthur Lynch and Linda Diane Lynch, Co-Trustees of the Edward Arthur and Linda**, known to me to be the person who executed the Modification Agreement and acknowledged to me that he/she/they executed the same for the purposes therein stated.

** Diane Lynch Trust Dated October 12, 2005




Notary Public for _____ Oregon

My Commission Expires: 7-16-2009