MTC 84849-DS

2009-007915 Klamath County, Oregon



06/08/2009 03:41:52 PM

Bank: U.S. Bank, National Association N.D. 4355 17<sup>th</sup> Avenue S.W.

Fargo, ND 58103

Fee: \$31.00

Recording Requested by & When Recorded Return to: US Bank, N.A. 1850 Osborn Avenue Oshkosh, WI 54902

### MODIFICATION TO DEED OF TRUST (LINE AGREEMENT)

This Modification modifies a Home Equity Line Agreement and a Deed of Trust. Terms used in this Modification:

Home Equity Line Agreement Modification Date: 6/05/2009

on Date: 6/05/2009

Note Date: 10/03/2008 Maturity Date: 10/15/2033

Account Number ending in: \*\*\*\*9080 Original Credit Limit: \$165,000.00 New Credit Limit: \$80,000.00

Borrowers: (as listed on mortgage) Joe W. Strow Jr. and Anneliese Strow Trustees of the Strow Revocable Living Trust

dated October 4 2006

Document #2009-004753

The Deed of Trust is described on Exhibit A to this Modification. The Grantors are also listed on Exhibit A.

The Borrowers and the Bank entered into the Home Equity Line Agreement. The Grantors have signed the Deed of Trust securing the Home Equity Line Agreement. The deed of trust Property and other information about the deed of trust are described on Exhibit A.

The Borrowers and the Bank agree that the Home Equity Line Agreement is modified to decrease the Original Credit Limit to the amount of the New Credit Limit as shown above. The Grantors and the Bank agree that the Deed of Trust is modified to secure the entire New Credit Limit on the Home Equity Line Agreement. The maximum principal indebtedness secured by the Deed of Trust as modified by this Modification is the New Credit Limit shown above. There is no additional indebtedness secured by this Modification.

Borrowers and Grantors:	The Strow Revocable Living	Trust dated October 4, 2006
X Joe W. Strow Jr.  Joe W. Strow Jr.  Anneliese Strow X	Strong   6/8/09   Date   Date	Note: Only those persons named as Grantors in Exhibit A have an interest in the Deed of Trust Property and are signing to modify the Deed of Trust. All other signers are signing merely to modify the Home Equity Line Agreement
<b>X</b> .		Home Equity Enter / Servement
	Date	
State of Oregon	)	
County of K/AMK	of h	
On this 344 day of	<u>June</u> , 2009 before me,	a notary public, personally appeared
Joe W-St.	row, gr. & Anneliese	Strow Trustee of the Strow Revocable
known or identified to me	to be the person(s) whose name(s) is(arc) su he/she/they executed the same.	bscribed to the within instrument, and [1714] [14]
Notary Public	in Dennock	, , ,
Notary printed r	name <u>Debbie Sinnock</u>	OFFICIAL SEAL
My commission	expires 4 8-09	DEBBIE SINNOCK  NOTARY PUBLIC- OREGON  COMMISSION 1.0.396902  MY COMMISSION EXPIRES SEP 08, 2009

31901

# MODIFICATION TO DEED OF TRUST (LINE AGREEMENT) – EXHIBIT A

Deed of Trust – a deed of trust signed, dated and recorded as shown.

Grantors: Joe W. Strow Jr. and Anneliese Strow Trustees of the Strow Revocable Living Trust dated

October 4 2006

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank, National Association N.D.

Deed of Trust Date: 10/03/2008

**Deed of Trust Recording Date:** 4/06/2009 **Recording Office:** Klamath County, Oregon

Deed of Trust Recording Information: Document No. 2009-004753

#### **Legal Description of Property:**

Lot 272 Running Y Resort, Phase 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Situate in the Cuonty of Klamath, State of Oregon.

**Parcel ID: R882866** 

Property Address: 6133 Coopers Hawk Rd.

Klamath Falls, OR 97601

#### Certificate No.(Torrens Only):

This instrument drafted by: U.S. Bank National Association ND Attn: Ann K Gurno 920-426-7796 1850 Osborn Avenue Oshkosh, WI 54902 Mail Tax Statements to:



After recording return to: CHAD L. GRAY 2111 Kimberly Dr. Klamath Falls, OR 97603

THIS SPACE I

2009-007916 Klamath County, Oregon



06/08/2009 03:42:18 PM

Fee: \$26.00

Until a change is requested all tax statements shall be sent to the following address:

CHAD L. GRAY

2137 Kimberly Dr. Klamath Falls, OR 97603

Escrow No. Title No.

MT85050-DS

0085050

SWD

## STATUTORY WARRANTY DEED

CRAIG R. LEECH and TESS LEECH, as tenants by the entirety, Grantor(s) hereby convey and warrant to CHAD L. GRAY and KELLI D. OLSON, as tenants by the entirety, Grantee(s) the following described real property in the County of KLAMATH and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 6, Block 2 of Tract 1120, SECOND ADDITION TO EAST HILLS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is \$190,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.