

NTC 85609

2009-009475

Klamath County, Oregon

RECORDATION REQUESTED BY:



00069276200900094750050055

07/13/2009 08:34:08 AM

Fee: \$41.00

WHEN RECORDED MAIL TO:

PLUMAS BANK
P.O. BOX 210
QUINCY, CA 95971

SEND TAX NOTICES TO:

BRUCE W. HAWKINS
SHAWNA L. HAWKINS
9707 YONNA DRIVE
BONANZA, OR 97623

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 8, 2009, is made and executed between BRUCE W. HAWKINS and SHAWNA L. HAWKINS, AS TENANTS BY THE ENTIRETY, whose address is 9707 YONNA DRIVE, BONANZA, OR 97623 ("Grantor") and PLUMAS BANK, whose address is ALTURAS BRANCH, 510 NORTH MAIN STREET, ALTURAS, CA 96101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 19, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

March 20, 2009 as Document No. 2009-00-4019 in the office of the Klamath County Recorder.

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

See 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 9 Parcels located in Klamath County, more specifically known as 9707 Yonna Dr., AND 2596 Hwy 140 East, Bonanza, OR 97623. The Real Property tax identification number is 3611-00000-01200, 3611-00000-01300, 3711-03100-00400, 3711-03100-00500, 3711-03100-00900, 3711-03200-01000, 3811-00600-00300, 3811-00700-01400, 3811-00700-01300, 3811V1300-00400 & 3811-V1300-00500.

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

As of the date of this Modification, the indebtedness under the Deed of Trust is hereby increased by Ninety Thousand and 00/100 Dollars (\$90,000.00) from Two Hundred Thirty Seven Thousand and 00/100 Dollars (\$237,000.00) to Three Hundred Twenty Seven Thousand and 00/100 Dollars (\$327,000.00).

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 endorsers 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 JULY 8, 2009.


GRANTOR:

x 
BRUCE W. HAWKINS

x 
SHAWNA L. HAWKINS

LENDER:

PLUMAS BANK

x 
Wanda E. Rhoades
Authorized Officer

Altam

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 176708048

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

) SS

SEE ATTACHED

COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **BRUCE W. HAWKINS**, 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 _____ day of _____, 20_____.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

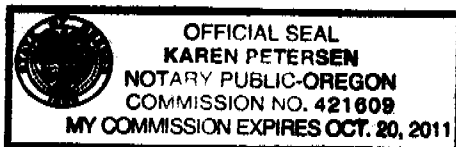
INDIVIDUAL ACKNOWLEDGMENT

State of Oregon,
County of Klamath

On this 9th day of July 2009, personally appeared before
me Bruce W. Hawkins and Shawna L. Hawkins and acknowledged
the foregoing instrument to be his voluntary act and deed.

My commission Expires:

Before Me:



Karen Petersen
Notary Public for Oregon

Exhibit A to Modification of Deed of Trust
Dated July 8, 2009
Bruce W. Hawkins and Shawna L. Hawkins

PARCEL 1:

The S1/2 NE1/4 of Section 31, Township 37 South, Range 11 East of the Willamette Meridian of Klamath County, Oregon.

EXCEPT any portion thereof lying within the boundaries of Goldfinch Drive (Public Road 3401).

PARCEL 2:

The S1/2 of the NE1/4 and the N1/2 of the SE1/4 of Section 13, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following described property:

A parcel of land situate n the SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 13, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SW corner of the said NW1/4 of the SE1/4 of the said Section 13, and running Northerly along the Westerly side of the said NW1/4 of the SE1/4 and the SW1/4 of the NE1/4 of the said Section 13, 1,542.5 feet; thence Southeasterly to a point in the Southerly boundary of the said NW1/4 of the SE1/4 of the said Section 13, 499.2 feet Easterly from the said point of beginning; thence Westerly along the said Southerly boundary of the said NW1/4 of the SE1/4 of the said Section 13, 499.2 feet to the said point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County for road purposes by Right of Way Deed recorded November 23, 1928 in Volume 82, page 582, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division.

ALSO EXCEPTING THEREFROM that portion thereof lying within Haskins Road.

PARCEL 3:

A parcel of land situated in the SW1/4 of Section 7, Township 38 South, Range 11, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the SW corner of the NE1/4 SW1/4 of Section 7, thence North 89° 57' 37" West along the South line of the NW1/4 SW1/4 of said Section 7, a distance of 24.83 feet to the "TRUE POINT OF BEGINNING" for this description; thence from said "TRUE POINT OF BEGINNING" South 89° 57' 37" East along the South lines of the NW1/4 SW1/4 and NE1/4 SW1/4 of said Section a distance of 356.19 feet to the SW corner of the E1/2 W1/2 NE1/4 SW1/4 of said Section; thence North 00° 21' 00" West along the West line of the said E1/2 W1/2 NE1/4 SW1/4 a distance of 790.72 feet to a point on the Southeasterly right of way line of Highway No. 140; thence South 45° 05' 38" West along the said

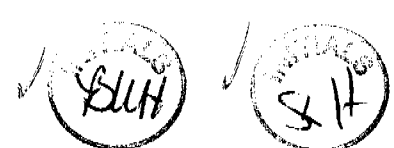


Exhibit A to Modification of Deed of Trust
Dated July 8, 2009
Bruce W. Hawkins and Shawna L. Hawkins

Highway No. 140 a distance of 464.79 feet; thence South 02° 44' 42" West a distance of 462.88 feet to the "TRUE POINT OF BEGINNING."

PARCEL 4:

A parcel of land situated in the SW1/4 of Section 7, Township 38 South, Range 11 East, Willamette Meridian, more particularly described as follows:

Commencing at the SW corner of the NE1/4 of the SW1/4 of said Section 7, thence North 89° 57' 37" West along the South line of the said NE1/4 of the SW1/4 24.83 feet to the "True Point of Beginning" for this description thence from said "True Point of Beginning" North 89° 57' 37" West along the South line of the NW1/4 of the SW1/4 of said Section 7, 441.38 feet to a point on the Southeasterly right of way of Highway 140; thence North 45° 05' 38" East along the Southeasterly right of way of Highway 140 654.49 feet; thence South 02° 44' 42" West 462.88 feet to the "True Point of Beginning."

PARCEL 5:

The E1/2 of the SW1/4 and the S1/2 of the SE1/4 of Section 31, and the SW1/4 SW1/4 and the S1/2 NW1/4 SW1/4 and S1/2 N1/2 NW1/4 SW1/4 of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT any portion thereof lying within the boundaries of Goldfinch Drive (Public Road 3401).

PARCEL 6:

That portion of the SE1/4 NW1/4 lying Northerly of the center thread of Wildhorse (Whitehorse) Creek and Government Lot 3 (NE1/4 NW1/4) of Section 6 in Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT ANY PORTION thereof lying within the boundaries of Yonna Drive.

PARCEL 7:

The NE1/4 of the SE1/4 of Section 31, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT any portion thereof lying within the boundaries of Goldfinch Drive (Public Road 3401).

PARCEL 8:

Government Lots 1, 2, 7, 8, 9, 10, 15 and 16, also described as the NE1/4 of Section 12, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 9:

Government Lots 3, 4, 5, 6, 11, 12, 13 and 14, also described as the NW1/4 of Section 12, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

INITIALS
BLH

INITIALS
SLH

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

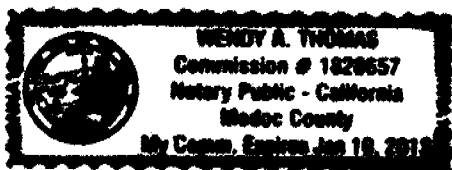
State of California

County of Modoc

On July 8, 2009 before me, Wendy A. Thomas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Wanda E. Rhoades
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy A. Thomas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification of Deed of Trust

Document Date: July 8, 2009 Number of Pages: SIX

Signer(s) Other Than Named Above: Bruce W. Hawkins and Shawna L. Hawkins

Capacity(ies) Claimed by Signer(s)

Signer's Name: Wanda E. Rhoades

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Authorized Officer

Signer Is Representing: Plumas Bank

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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