

W758316

2009-009903
Klamath County, Oregon



07/21/2009 11:26:43 AM Fee: \$36.00

Return to:
WASHINGTON FEDERAL SAVINGS
OR-S COMMERCIAL REAL ESTATE LENDI
429 NW CEDAR AVE STE 102
REDMOND, OR 97756
Attn: _____

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Loan Number 320814-7

ADDITIONAL ADVANCE AGREEMENT
Modification of Deed of Trust

THIS ADDITIONAL ADVANCE AGREEMENT made and entered on 07/13/09
by and between _____
KENNETH E THOMAS AND KRISTIN L THOMAS, AS HUSBAND AND WIFE
_____ ("Borrower"/Grantor),
and Washington Federal Savings, a United States corporation ("Lender"/Beneficiary/Grantee).

RECITALS:

- A. On or about 10/11/06, Borrower, in connection with Loan number 320814-7, executed and delivered to Lender a Note (the "Original Note") in the original principal sum of FIVE HUNDRED FIFTY NINE THOUSAND AND NO/100S (\$559,000.00), providing for interest on the unpaid balance.
- B. On or about the same date, Borrower executed and delivered to Lender, as security for the payment of the Original Note, a Mortgage or Deed of Trust (the "Security Instrument"). The Security Instrument was recorded in the office of the County Recorder, County Auditor or County Clerk of KLAMATH County, State of OR, on 10/20/06 as Auditor's/Recorder's number 2006-021107. The Security Instrument covers the following described real property (the "Property").

LOTS 1 THROUGH 8, INCLUSIVE, IN BLOCKS 30,31,32,33,38,39,40,41,42,43,44,45,49, 50 AND 51, ALSO LOTS 1,2,3,4,7 AND 8 IN BLOCK 48, EXCEPT THOSE PORTIONS LYING IN US HIGHWAY 97 (THE DALLES-CALIFORNIA HIGHWAY) AND DEEDED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION IN VOLUME M79, PAGE 14620, MICROFILM RECORDS OF KLAMATH COUNTY ALL BEING IN FIRST ADDITION TO TERMINAL CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

C. Borrower is indebted to Lender under the obligation evidenced by the Original Note, and Lender is the owner and holder of the indebtedness evidenced by the Original Note.

Borrower's Initials KT
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- D. Borrower has requested and obtained approval from Lender for additional funds (the "Additional Advance") in the amount of SEVENTY FIVE THOUSAND AND NO/100S (\$75,000.00) and has executed and delivered to Lender a Note (the "Additional Note") of even date, in the original principal amount of the Additional Advance, providing for interest on the unpaid balance at the rate of FIVE AND ONE QUARTER percent (5.250 %) per annum, and maturing on 03/11/11. Borrower acknowledges the Additional Advance as evidenced by the Additional Note is secured by the Security Instrument and is subject to the terms of all other instruments delivered to Lender in connection with the Original Note and Security Instrument, including particularly any Construction Loan Agreement or Land Loan Agreement.
- E. Except as noted in this Agreement, the obligations evidenced by the Additional Note and the Original Note are to be repaid in the same proportions and are to be subject to the same terms, provisions, agreements, and stipulations.
- F. Lender and Borrower have agreed that the loans evidenced by the Original Note and the Additional Note shall be consolidated as to both debts and as a first priority lien as set forth below.
- NOW, THEREFORE, as an integral part of the loan transaction related to the Additional Note, as a condition to Lender making the Additional Advance, for valuable consideration, and in consideration of the mutual promises, covenants, conditions, and stipulations set forth in this Additional Advance Agreement, the parties agree as follows.
1. **PRINCIPAL LOAN BALANCE.** The unpaid principal balance owing under the Original Note after application of the payment of INTEREST ONLY plus Escrow Items, if any, due on 07/01/09 will be \$559,000.00. Both the Original Note and the Additional Note are secured by the Security Instrument, as modified by this Agreement. The total principal of the Original Note as calculated above and the Additional Note, will be \$634,000.00.

2. **CONSOLIDATION OF OBLIGATIONS.** The debts evidenced by the Original Note and the Additional Note and secured by the Security Instrument shall be and they are hereby merged and consolidated to the same extent as if simultaneously loaned and advanced to Borrower.
3. **DISBURSEMENT OF LOAN PROCEEDS; LIEN PRIORITY STATUS; NEW CONSOLIDATED PAYMENT.** Upon recordation of this Agreement, the net proceeds of the Additional Advance will be disbursed to the order of Borrower (and each of them, if more than one). The debts evidenced by the Original Note and the Additional Note shall together be and remain a first lien upon the Property without priority of one over another, and shall secure the repayment of the present gross indebtedness with interest on the unpaid balance. Said repayment shall be in accordance with all the terms and provisions of the two Notes, subject to the terms and conditions of Paragraph 6 of this Additional Advance Agreement.
4. **INCORPORATION OF ADDITIONAL NOTE AND ADDITIONAL ADVANCE AGREEMENT AS PART OF "LOAN DOCUMENTS".** Any right, remedy, or security which is held by or available to Lender in connection with either the Original Note, the Additional Note or the Security Instrument, and including any right, remedy, or security provided by any Assignment of Rents and Income, or any Construction Loan Agreement or Land Loan Agreement, shall apply to both the Original Note, the Additional Note and the Security Instrument, irrespective of whether the instrument creating such right, remedy, or security refers only to one of the instruments described in this Agreement, and regardless of whether the instrument creating such right, remedy, or security was executed by less than all persons identified as Borrower.
5. **DEFAULT.** Any default in either of the Original Note or Additional Note, under any other instrument securing the payment of either of the Notes, under any instrument relating to or under any instrument providing any right, remedy, or security in connection with either of the Notes or the Security Instrument, shall constitute a default in and under all of the instruments referred to in this Paragraph.

6. **PREFERENCE OF TERMS OF ADDITIONAL NOTE; MATURITY DATE AND LOAN INTEREST RATE.** The terms of the Additional Note and of all instruments in any way related to the loan associated with the Additional Note, including this Additional Advance Agreement, shall govern and apply to the extent of any conflict or inconsistency whatsoever which may exist between such instruments and the Original Note. However, any prepayment charge provision associated with the Original Note, either according to its terms or as created by an addendum to the Original Note or a modification of the Original Note, will continue to be effective as to the Original Note, as amended and the Additional Note, as amended, as well as any other notes executed with Lender until the expiration of the terms of the prepayment language. Without limiting the general application of the foregoing, the following shall apply:

a. **MATURITY DATE.** The Maturity Date set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Maturity Date on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be 03/11/11.

b. **LOAN INTEREST RATE.** The Loan Interest Rate set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Loan Interest Rate on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be FIVE AND ONE QUARTER percent (5.250 1 %)

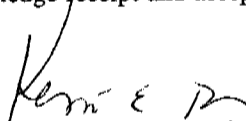
7. **NEW PRINCIPAL AND INTEREST PAYMENT.** Effective with the payment due on _____ N/A the monthly principal and interest payment on the entire loan, including the Original Note and the Additional Note (as modified by this Additional Advance Agreement) will be N/A.
8. **SURVIVAL OF TERMS.** Except as set forth in this Additional Advance Agreement, all of the terms, covenants, and conditions of all of the instruments referred to herein shall remain in full force and effect. Notwithstanding any provision hereof which might be construed to the contrary, this Additional Advance Agreement shall in no way affect the validity, priority, or binding effect of the Security Instrument.
9. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lender and Borrower.

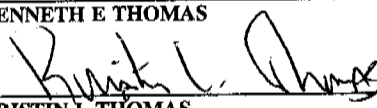
WASHINGTON FEDERAL SAVINGS

By: 
MICHAEL FOLLOSE
Title: VP REGIONAL MANAGER

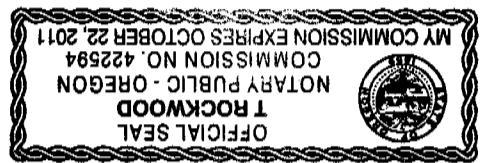
BORROWER'S ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

The undersigned Borrower, and each of them, acknowledge receipt and accept the terms and conditions of the above stated Additional Advance Agreement.


KENNETH E THOMAS


KRISTIN L THOMAS

(Over for notary acknowledgements)



(Seal or Stamp)

My commission expires 10-22-11
residing at Prineville
Notary Public in and for the State of Oregon
(Signature)

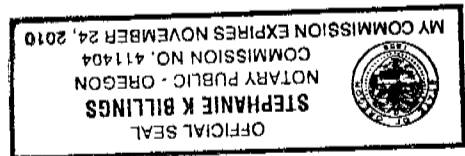
Dated: 7-19-09

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
(Name of the Party on Behalf of Whom the Instrument was Executed)

Washington Federal Savings
(Type of Authority, e.g., Officer, Trustee)

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the VP Regional manager
[Name(s) of person(s)]

I certify that I know or have satisfactory evidence that
STATE OF Oregon)
COUNTY OF Crook)
) ss.
)
Michael Feltse



(Seal or Stamp)

My commission expires 11-24-10
residing at Grand
Notary Public in and for the State of Oregon
(Signature)

Dated: 7/16/2009

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.
[Name(s) of person(s)]

I certify that I know or have satisfactory evidence that
STATE OF Oregon)
COUNTY OF Deschutes)
) ss.
)
Kenneth E. Thomas and Kristin L. Thomas