

NOTE 83089



10/28/2009 11:29:08 AM

Fee: \$42.00

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WHEN RECORDED RETURN TO:

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

MODIFICATION AGREEMENT

Grantor(s): STANLEY L. MILLER, SR. AND CORNELIA H. MILLER, Husband and wife

Grantee: SOFCU Community Credit Union

Legal Description: Lot 4 in BASIN VIEW ESTATES TRACT 1301, according to the official Plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Assessor's Property Tax Parcel or Account No.: 3809-035AA-22000-000 Key No. 881229

On or about October 31, 2008, 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 November 5, 2008, in the records of Klamath County, Document number 2008-014987, Microfilm Records of Klamath County, Oregon.. The Deed of Trust secures a promissory note or loan agreement ("Loan Agreement") in the original amount of \$70,000.00.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

☒ **Principal Balance Increase.** The principal amount is increased to \$ 95,000.00.

☐ **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 _____.

☐ **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.** _____

_____.

42ant

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 endorser 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 23rd of October, 2009.

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

GRANTORS:

Stanley L. Miller SR
STANLEY L. MILLER, SR.

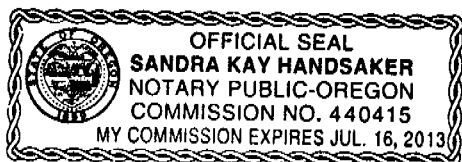
Cornelia H. Miller
CORNELIA H. MILLER

STATE OF OREGON__)

) ss.

County of KLAMATH__)

On this 23rd day of OCTOBER, 2009, before me, a Notary Public in and for said state, personally appeared STANLEY L. MILLER, SR. AND CORNELIA H. MILLER, husband and wife, 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.



Sandra Handsaker
Notary Public for Oregon
My Commission Expires: 7-16-2013