WTC 1396-9823

2009-014990 Klamath County, Oregon



11/23/2009 11:32:51 AM

Fee: \$47.00

		This Space Provided for Recorder's Use	
WHEN R	ECORDED RE	TURN TO:	
3737 Shas	Community Create Way, Suite Control of State Control of S		
		MODIFICATION AGREEMENT	
Grantor(s):		Ryan A. Trumbly and Shelley R. Trumbly, husband and wife	
Grantee:		SOFCU Community Credit Union	
Legal Description:		See Attached Exhibit "A" for Legal Description	
Assessor'	s Property Tax	Parcel or Account No.: R580366	
Beneficia		May 22, 2008, Grantor(s) executed and delivered to SOFCU Community Credit Union, as rust encumbering the real property described above.	
This Deed 007745. 7 \$205,000.	The Deed of Tru	recorded on May 28, 2008, in the records of Klamath County, Document number 2008- ast secures a promissory note or loan agreement ("Loan Agreement") in the original amount of	
MODIFI	CATION. Gra	ntor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:	
[X]	Principal Bala	ance Increase. The principal amount is increased to \$ 206,646.89.	
. [1	Interest Rate.	The interest rate is changed to:	
	Prime Ra index. The	terest rate of	
		edule. The new payment schedule is	
[]	Extension. Th	ne 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:		

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\\SOFCUFILESTORE\\USERS\\SHAND\\MY DOCUMENTS\\HELOCS\\MODIFICATION UNIV HELOC BELOC.DOC
\(\mathrm{C}_{2005} \) Farleigh \(\witt, \)

4.7Amt

[] Other.

This is being Recorded os an accomodation only

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 ____ of November_, 2009_.

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

GRANTORS:

Ryan A. Trumbly

Shelley R. Trumbly

STATE OF OREGON____

) ss.

County of _Klamath__)

On this _____ day of November, 2009, before me, a Notary Public in and for said state, personally appeared Ryan A. Trumbly and Shelley R. Trumbly, 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.

OFFICIAL SEAL
SANDRA KAY HANDSAKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 440415
MY COMMISSION EXPIRES JUL. 16, 2013

otary Public for _

Dregon

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land in Government Lot 4, Section 17, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Westerly line of the California Northeastern Railroad right of way and the Southerly line of a private road known as Packing House Road, said road not being a recorded road; thence Northwesterly along said unrecorded road a distance of 198 feet; thence Southwesterly and parallel to the West line of said railroad a distance of 270 feet; thence Southeasterly and parallel to the Southerly line of said unrecorded road a distance of 198 feet to the Westerly line of said railroad; thence Northeasterly along said railroad a distance of 270 feet to the point of beginning.

INADDITION TO THE REAL PROPERTY, THE FOLLOWING PERSONAL PROPERTY IS COLLATERAL FOR THIS LOAN:

1.	Ford PU	1994	1FTJW36G7REA41976
2.	Shasta Travel	Trailer 1999	1TS2B5153X9001684

S2B5153X9001684 3. Polaris 2004 4XAJD50A142205827

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