

WTC 87783

2010-007587
Klamath County, Oregon



00086227201000075870030037

06/22/2010 11:26:31 AM Fee: \$47.00

WHEN RECORDED RETURN TO:

Unitus Community Credit Union
P.O. Box 1937
Portland, OR 97207-1937

REAL ESTATE LOAN MODIFICATION OF TRUST DEED

Grantor(s): Michael C. Neuhalphen & Linda Neuhalphen

Grantee: Unitus Community Credit Union

Legal Description: Lot 18 in Block 2 of TRACT 1098-SPLIT RAIL RANCHOS, 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.: R138737

On or about June 21, 2010, Grantor(s) executed and delivered to Unitus Community Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on June 22, 2010, at 2010-007586 in the records of Klamath County. The Deed of Trust secures a Promissory Note (the "Note") in the original amount of \$ 95,000.00.

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

☐ **Principal Balance Increase.** The principal amount is increased to \$_____.

☒ **Interest Rate.** Effective as of 06/21/2010, the interest rate is changed to:

☒ a fixed interest rate of 5.24 %.

☐ a variable interest rate of _____%. The rate may change based on changes in the following index: _____.

The interest rate on the loan is determined by adding a margin of _____ points to the index. The rate may change _____ [frequency], based on the index in effect as of _____.

_____ % nor more than _____ %.

☒ **Payment.** The new payment is \$ 763.41 _____

☐ **Extension.** The maturity date is changed to _____.

47amt

- ☐ **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.** _____

- ☒ **Fee.** Borrower agrees to pay Credit Union a fee of \$ 0.00 in exchange for this modification. Borrower hereby authorizes Credit Union to deduct the fee from Borrower(s) share account with Credit Union, unless the parties have agreed that the fee has been added to the Principal Balance shown above, or Borrower pays the fee separately to Credit Union upon signing this Modification Agreement.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Note 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 Note as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note. 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 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.

DATED this 15__ of June ____, 20__10__.

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

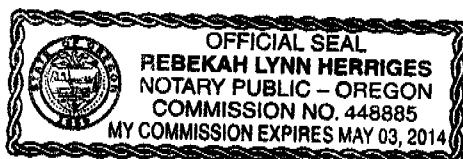
GRANTORS:

Michael C. Neuhalfen
Michael C Neuhalfen

Linda Neuhalfen
Linda Neuhalfen

STATE OF Oregon)
County of Marion) ss.

On this 15__ day of June ____, 20__10__, before me, a Notary Public in and for said state, personally appeared Michael C Neuhalfen & Linda Neuhalfen, known to me to be the person(s) who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated.
(he, her, they)



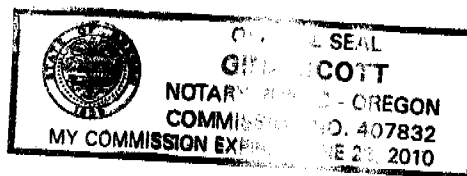
Rebekah H
Notary Public for State of Oregon
My Commission Expires: May 3, 2014

FOR CREDIT UNION PURPOSES ONLY
GRANTEE: UNITUS COMMUNITY CREDIT UNION

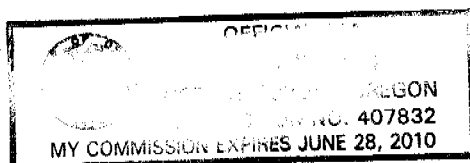
By: Ronda Wagner

Title: Assistant Treasurer

STATE OF Oregon)
County of Multnomah) ss.



On this 21st day of June, before me personally appeared Ronda Wagner, to me known to be the Assistant Treasurer of Unitus Community Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.



Gina Scott
Notary Public for Portland, OR
My Commission Expires: 6/28/10

