

2011-003728

Klamath County, Oregon



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03/18/2011 09:53:46 AM

Fee: \$42.00

WHEN RECORDED RETURN TO:

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

MODIFICATION OF TRUST DEED

Grantor(s): Rhonda Albert
Randy R Albert

Grantee: UNITUS COMMUNITY CREDIT UNION

Legal Description: That portion of the S 1/2 S 1/2 SE 1/4 in Section 25, Township 34 South, Range 8 East of the Willamette Meridian, lying West of the Sprague River, Klamath County, Oregon

Assessor's Property Tax Parcel or Account No.: 3408-02500-01200-000 KEY NO: 883419

Assessor's Property Tax Parcel or Account No.: 3408-02500-01200-000 KEY NO: 209321

Property Address: 40169 DUSTY LANE, CHILOQUIN, OR 97624

On or about February 4, 2008, 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 February 7, 2008, at 11:45 AM in the records of KLAMATH COUNTY, DOCUMENT NUMBER 2008-001621. The Deed of Trust secures a Promissory Note (the "Note") in the original amount of \$100,000.00, current principal balance \$87,241.11.

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

☒ **Extension.** The maturity date is extended to July 20, 2023

☒ **Payment Schedule.** The payment schedule is revised as follows:

- (a) Borrower may skip payment due as of March 20, 2011 and April 20, 2011. Interest continues to accrue while payments are skipped. Borrower acknowledges that this will increase the amount of interest paid on the loan.
- (b) Borrower will make payments beginning May 20, 2011.
- (c) On July 20, 2023, Borrower will repay any remaining amounts due.

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.

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

GRANTORS:

Rhonda Albert

Rhonda Albert

3-10-11

DATE

Randy R Albert

Randy R Albert

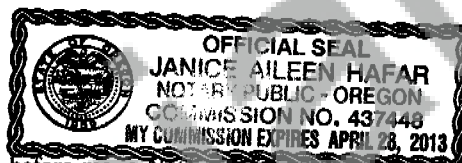
3-10-11

DATE

STATE OF Oregon)

) ss.

County of Klamath)



On this 10th day of March, 2011, before me, a Notary Public in and for said state, personally appeared Rhonda Albert & Randy Albert known to me to be the person who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated.

Janice A. Hafar
Notary Public for Oregon
My Commission Expires: 04-28-2013

FOR CREDIT UNION PURPOSES

GRANTEE: UNITUS COMMUNITY CREDIT UNION

Ronda Wagner
(signature)

Title: Assistant Treasurer

STATE OF OREGON)

) ss.

County of Multnomah)



On this 15 day of March, 2011, 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.

Lori Jean Olson
Notary Public for Oregon
My Commission Expires: 4-26-2011