2011-003864 Klamath County, Oregon



03/22/2011 11:30:38 AM

Fee: \$42.00

WHEN RECORDED RETURN TO: Unitus Community Credit Union fka Oregon Telco Community Credit Union P.O. Box 1937 Portland, OR 97207-1937

MODIFICATION OF TRUST DEED

Grantor(s):
Grantee:

RHONDA ALBERT and RANDY R. ALBERT and MURELLA R. ALBERT

Unitus Community Credit Union fka Oregon Telco Community Credit Union

Legal Description:

THAT PORTION OF THE S1/2 S1/2 SE1/4 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 May 18th, 2004 Grantor(s) executed and delivered to Unitus Community Credit Union fka Oregon Telco Community Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on May 28th, 2004 at 3:34 pm in the records of Klamath County, Document Number Vol M04 PG 34639-55. The Deed of Trust secures a Promissory Note (the "Note") in the original amount of \$105,000.00. Current principal balance \$92,304.06.

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

[X] Maturity Date: the maturity date is extended to December 1st, 2034

[X]Payment Schedule. The payment schedule is revised as follows:

- (a) Borrower may skip payment due as of March 1st, 2011 and April 1st, 2011. Interest continues to accrue while payment is skipped. Borrower acknowledges that this will increase the amount of interest paid on the loan.
- (b) Borrower will make payments beginning May 1st, 2011.
- (c) On December 1st, 2034, 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 endorsers 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:	3-10-11
RHONDA ALBERT	DATE
RANDY R. ALBERT	3-10 -11 DATE
MURELLA R. ALBERT	DATE
STATE OF <u>Oregon</u>) ss. County of <u>Klamath</u>	OFFICIAL SEAL JANICE AILEEN HAFAR NOTARY PUBLIC - OREGON COMMISSION NO. 437448 MY COMMISSION EXPIRES APRIL 28, 2013
On this 10 day of March 2011, before me, a Notary Public in and for said state, personally appeared Rhonda Albert + Pandy 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.	
	orary Public for <u>0 regon</u> y Commission Expires: 04-28-2013
By: UNITUS COMMUNITY CREDIT UNION	
Title: Assistant Treasurer	_
STATE OF <u>OREGON</u>) ss.	
County of MULTNOMAH	
On thisday of	