



00099305201100038640020024

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): RHONDA ALBERT and RANDY R. ALBERT and MURELLA R. ALBERT  
Grantee: 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 18<sup>th</sup>, 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 28<sup>th</sup>, 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:

☒ **Maturity Date:** the maturity date is extended to December 1<sup>st</sup>, 2034

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

- (a) Borrower may skip payment due as of March 1<sup>st</sup>, 2011 and April 1<sup>st</sup>, 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 1<sup>st</sup>, 2011.
- (c) On December 1<sup>st</sup>, 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 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

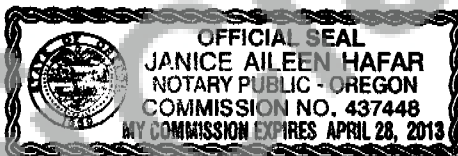
Randy Albert  
RANDY R. ALBERT

3-10-11  
DATE

MURELLA R. ALBERT

DATE

STATE OF Oregon )  
County of Klamath ) ss.



On this 10<sup>th</sup> 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 Aileen Hafar  
Notary Public for Oregon  
My Commission Expires: 04-28-2013

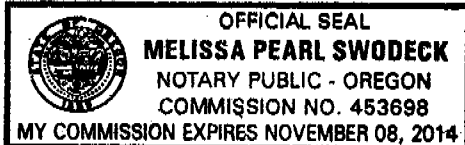
GRANTEE: UNITUS COMMUNITY CREDIT UNION

By: [Signature]

Title: Assistant Treasurer

STATE OF OREGON ) ss.  
County of MULTNOMAH

On this 17<sup>th</sup> day of March, 2011 before me personally appeared Laura Roberts, to me known to be the Assistant Treasure 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.



Melissa Pearl Swodeck  
Notary Public for Oregon  
My Commission Expires: 11-8-14