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Courtesy

2011-004423

Klamath County, Oregon



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04/05/2011 02:21:00 PM

Fee: \$47.00

This Space Provided for Recorder's Use

WHEN RECORDED RETURN TO:

Advantis Credit Union  
PO Box 14220  
Portland, OR 97293

### MODIFICATION AGREEMENT

Grantor(s): Manuel L. Collins and Rita Collins

Grantee: Advantis Credit Union

Legal Description:

LOT 11 IN BLOCK 33 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, 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: R235052  
Property Address: 2133 Meadow View Drive Chiloquin, Oregon 97624

**CURRENT OBLIGATION.** On or about May 19, 2008, Manuel L. Collins and Rita Collins (referred to below sometimes as "Grantor" and sometimes as "Borrower") executed and delivered to Advantis Credit Union ("Credit Union"), as Beneficiary, a Deed of Trust encumbering the real property described above. The Deed of Trust was recorded at Fee No. 2008-007288 in the records of Klamath County. The Deed of Trust secures a promissory note ("Obligation") in the amount of \$139,000.00.

**MODIFICATION.** For good and valuable consideration, Grantor and Credit Union hereby agree to modify the terms of the Obligation, Deed of Trust and Adjustable Rate Rider ("Rider") as follows:

**[X]Interest Rate.** The interest rate is changed to 5.00%.

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**[X] Interest Rate and Payment Schedule.** Borrower and Credit Union agree that upon execution of this Modification Agreement, the interest rate set forth in the Obligation is hereby modified to an initial interest rate of five percent (5.00%) per annum ("Initial Rate") effective March 23, 2011. Borrower promises to pay the unpaid balance of \$107,698.31, initial monthly payments of \$1,142.31 beginning April 1, 2011, in accordance with the provisions of the Obligation and this Modification Agreement. This amount may change. Changes in the monthly payment will reflect changes in the unpaid principal balance of the Obligation and in the interest rate that Borrower must pay. Credit Union will determine Borrower's new interest rate and changed monthly payment amount in accordance with Sections a. b. and c. of this Modification Agreement. Borrower's final payment will be due March 1, 2021 ("Maturity Date"). On the Maturity Date, all outstanding principal, interest, and all other outstanding charges and fees must be paid.

- a. The interest rate Borrower will pay may change on the first day of XXXXX and on that day every 12th month thereafter. Each date on which the interest rate could change is called a "Change Date." Beginning with the first Change Date, Borrower's adjustable interest rate will be determined by the Credit Union in its discretion, subject to the limitations set forth below in Sections b. and c. Subject to the limits stated in Sections b. and c., this will be the new interest rate until the next Change Date.
- b. Before each Change Date, the Credit Union will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe in full on the Maturity Date at Borrower's new interest rate in substantially equal payments. The result of this calculation will be the new monthly payment amount. The interest rate Borrower is required to pay at the first Change Date will not be greater than XXXXXX% or less than XXXXX%. Thereafter, the interest rate will not change more than two percentage points (2.0%) each year nor more than six percentage points (6.0%) over the Initial Rate over the life of the loan.
- c. The new interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. Credit Union will deliver or mail to Borrower a notice of any changes in the initial interest rate to an adjustable interest rate and of any changes in the adjustable interest rate before the effective date of any change. The notice will include the amount of Borrower's monthly payment and any information required by law to be given to Borrower.

- [ ] 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.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

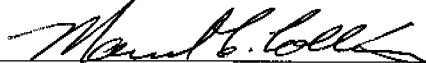
- [X] Fee.** Borrower agrees to pay Credit Union a fee of \$745.00 in exchange for this modification. Borrower hereby authorizes Credit Union to add the fee onto the Borrower's loan account with Credit Union, unless Borrower pays the fee separately to Credit Union upon signing this Modification Agreement.

**CONTINUING VALIDITY.** Except as modified above, all other terms and conditions of the Obligation, Deed of Trust and Rider shall remain unchanged and in full force and effect, including, but not limited to, the obligation of Borrower to comply with all covenants, agreements, and requirements of the Obligation, Deed of Trust and Rider, including, but not limited to, the payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Obligation, Deed of Trust and Rider. Consent by Credit Union to this Modification Agreement does not waive Credit Union's right to require strict performance of the Deed of Trust, Obligation, and Rider as changed above or obligate Credit Union to make any future modifications. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction, release or exoneration, in whole or in part, of the Obligation, Deed of Trust and Rider. It is the intention of Credit Union to retain as liable all parties to the Deed of Trust and all parties, makers, and endorser to the Obligation, including accommodation parties, unless a party is expressly released by Credit Union in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification Agreement. If any person who signed the original Deed of Trust does not sign this Modification Agreement, then all persons signing below acknowledge that this Modification Agreement is given conditionally based on the representation to Credit Union that the non-signing person consents to the changes and provisions of this Modification Agreement 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 23<sup>rd</sup> day of March, 2011.

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

**GRANTOR(S):**

  
Manuel L. Collins

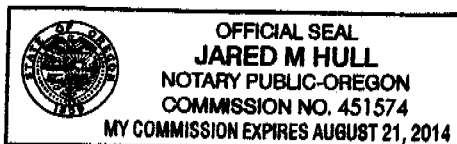
  
Rita Collins


STATE OF Oregon)

) ss.

County of Multnomah)

On this 23rd day of March, 2011, before me, a Notary Public in and for said state, personally appeared Manuel L. Collins and Rita Collins, known to me to be the person(s) who executed the Modification Agreement and acknowledged to me that he/she/they executed the same for the purposes therein stated.



  
Notary Public for Oregon  
My Commission Expires: Aug-21-2014