

UTC B910-10585

2011-008456

Klamath County, Oregon



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07/20/2011 11:16:29 AM

Fee: \$42.00

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WHEN RECORDED RETURN TO:

SOFCU Community Credit Union  
P.O. Box 1358  
Grants Pass, OR 97526

**MODIFICATION AGREEMENT**

Grantor(s): Ryan A. Trumbly and Shelley R. Trumbly, husband and wife

Grantee: SOFCU Community Credit Union

Legal Description: See Legal Description on Page 2

Assessor's Property Tax Parcel or Account No: R580366

On or about May 22, 2008 Grantor(s) executed and delivered to SOFCU Community Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on May 28, 2008 in the records of Klamath County, Document number 2008-007745. The Deed of Trust secures a promissory note or loan agreement ("Loan Agreement") in the original amount of \$205,000.00

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

☒ **Principal Balance Increase** is increased to \$ 212,063.64

☐ **Interest Rate.**

- ☐ a fixed interest rate of \_\_\_\_\_ %.
- ☐ a variable interest rate of \_\_\_\_\_ %. The rate may change based on changes in the following index: Prime Rate. The interest rate on the loan is determined by adding a margin of \_\_\_\_\_ points to the index. The rate may change monthly, based on the index, the highest Prime Rate correctly published in the Wall Street Journal, Western Edition, on the last business day of the month prior to change. The rate will not be less than \_\_\_\_\_ % nor more than \_\_\_\_\_ %.

☐ **Payment Schedule.**

☐ **Extension.** The maturity date is changed to \_\_\_\_\_.

☐ **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.** Loan is being modified to add on to the end of the loan to bring current for the months of June and July 2011.

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

AMERITITLE has recorded this Instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

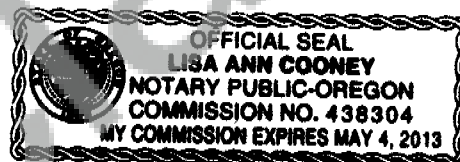
DATED this 15 of July, 2011

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

GRANTORS:

Ryan A. Trumbly  
Ryan A. Trumbly

Shelley R. Trumbly  
Shelley R. Trumbly



STATE OF OREGON

County OF Josephine Klamath

On this 15 day of July, 2011, before me, a Notary Public in and for said state, personally appeared Ryan A. Trumbly and Shelley R. Trumbly executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated.

Lisa Ann Cooney  
Notary Public for SOFCU  
My Commission Expires: 5/4/13

**DESCRIPTION OF PROPERTY**

The following described real property situated in Klamath County, Oregon:

A tract of land in Government Lot 4 of Section 17, Township 39 South, Range 9 East of the Willamette Meridian of Klamath County, Oregon, described as follows:

Beginning at a point on the Westerly line of the California, Northwestern Railroad Right of Way and the Southerly line of a private road known as Packing House Road, said road not being a recorded road; thence Northeasterly along said unrecorded road a distance of 198 feet; thence Southeasterly and parallel to the West line of said railroad a distance of 270 feet; thence Southeasterly and parallel to the Southerly line of said unrecorded road a distance of 198 feet to the Westerly line of said railroad; thence Northeasterly along said railroad a distance of 270 feet to the point of beginning;

AND, an easement for ingress and egress lying Northerly of the above-described premises, more particularly described as follows: Beginning at a point on the Westerly line of the California, Northwestern Railroad Right of Way and the Southerly line of a private road known as Packing House Road, said road not being a recorded road; thence Northeasterly along said unrecorded road a distance of 198 feet; thence Northeasterly and parallel to the West line of said railroad a distance of 60 feet; thence Southeasterly and parallel to the Southerly line of said unrecorded road a distance of 198 feet to the Westerly line of said railroad; thence Southeasterly along said railroad a distance 60 feet to the point of beginning.

IN ADDITION TO THE REAL PROPERTY, THE FOLLOWING PERSONAL PROPERTY IS COLLATERAL FOR THIS LOAN:

1. Ford FV	1994	1FTJW36G7RHA41976
2. Shasta Travel Trailer	1999	178285133X9001684
3. Polaris	2004	4XAJD90A142205827