

1st 1851056-TM

After Recording Return to:
First American Title
Attn: Tammy
404 Main St.
Klamath Falls, OR 97601

2012-003258

Klamath County, Oregon



00115937201200032580050058

03/28/2012 03:33:33 PM

Fee: \$57.00

Escrow no.: 7021-1851056

MODIFICATION AGREEMENT

This Agreement made and entered into by and between **Grantor:** John A. Petrowsky and Rebecca L. Petrowsky, hereinafter referred to as "Lender," and **Grantee(s):** Timothy L. Southwell and Kendi J. Southwell, hereinafter referred to as "Borrower":

Whereas, Borrower executed a certain Mortgage/Deed of Trust dated February 8, 2008 in favor of Lender as security for a Promissory Note dated February 8, 2008 in the original principal amount of \$109,500.00 and which Mortgage/Deed of Trust was recorded in the records of the County of Klamath, State of Oregon, in Volume/Book n/a, at Page n/a, as Document Number 2008-001872; and

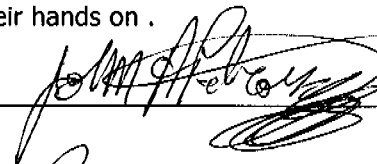
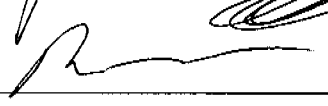
Whereas, Lender and Borrower desire to modify the terms of the original Promissory Note and Mortgage/Deed of Trust.

Now Therefore, Lender and Borrower agree that said Mortgage/Deed of Trust is modified as follows:

* All due and payable date extended to February 8, 2014 * Trust Deed is being assumed by Zachariah Lee Southwell and Jamie Lynn Southwell

Further, it is agreed between the parties that this Agreement is hereby incorporated into the said Promissory Note and Mortgage/Deed of Trust and made a part thereof; and that all other terms, conditions, provisions and obligations of said Promissory Note and Mortgage/Deed of Trust not modified hereby are ratified and confirmed by both Lender and Borrower.

In Witness Whereof, parties have hereunto set their hands on .

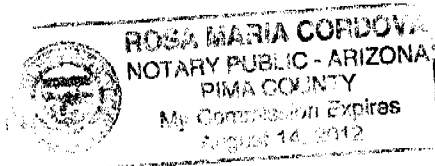
STATE OF Arizona)
County of PIMA)ss.
)

This instrument was acknowledged before me on this 27 day of MARCH, 2012
by **John A. Petrowsky and Rebecca L. Petrowsky.**



Notary Public for Arizona

My commission expires: 08/14/2012



MODIFICATION AGREEMENT

This Agreement made and entered into by and between **Grantor:** John A. Petrowsky and Rebecca L. Petrowsky, hereinafter referred to as "Lender," and **Grantee(s):** Timothy L. Southwell and Kendi J. Southwell, hereinafter referred to as "Borrower":

Whereas, Borrower executed a certain Mortgage/Deed of Trust dated February 8, 2008 in favor of Lender as security for a Promissory Note dated February 8, 2008 in the original principal amount of \$109,500.00 and which Mortgage/Deed of Trust was recorded in the records of the County of Klamath, State of Oregon, in Volume/Book n/a, at Page n/a, as Document Number 2008-001872; and

Whereas, Lender and Borrower desire to modify the terms of the original Promissory Note and Mortgage/Deed of Trust.

Now Therefore, Lender and Borrower agree that said Mortgage/Deed of Trust is modified as follows:

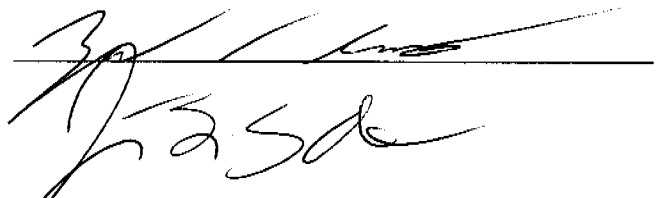
* All due and payable date February 8, 2014 * Trust Deed is being assumed by Zachariah Lee Southwell and Jamie Lynn Southwell

Further, it is agreed between the parties that this Agreement is hereby incorporated into the said Promissory Note and Mortgage/Deed of Trust and made a part thereof; and that all other terms, conditions, provisions and obligations of said Promissory Note and Mortgage/Deed of Trust not modified hereby are ratified and confirmed by both Lender and Borrower.

In Witness Whereof, parties have hereunto set their hands on .

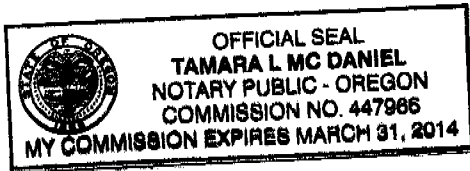


Kendi J. Southwell



STATE OF Oregon)
)ss.
County of Klamath)

This instrument was acknowledged before me on this 15 day of March, 2012
by **Timothy L. Southwell, Kendi J. Southwell, Zachariah Lee Southwell and Jamie Lynn Southwell.**



[Signature]

Notary Public for Oregon
My commission expires: 3/31/14

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

THE WEST 50 FEET OF LOT 4, BLOCK 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ALSO ALL THAT PORTION OF LOT 5, BLOCK 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 5 OF AFORESAID, 29.5 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 5, 50 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 4 OF SAID BLOCK 125, IF EXTENDED NORTH; THENCE SOUTH ALONG THE WEST LINE OF LOT 4 EXTENDED 73.7 FEET TO THE NORTHERLY LINE OF THE U.S. GOVERNMENT B LATERAL CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT 50 FEET EAST AT RIGHT ANGLES OF THE WEST LINE OF LOT 4 IN SAID BLOCK 125, EXTENDED; THENCE NORTH 98 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF PROPERTY AS DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 06, 1975 IN BOOK M75, PAGE 9117 WHICH INURES TO THE ABOVE DESCRIBED PROPERTY.

*Modification Agreement
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