2012-008610 Klamath County, Oregon



08/07/2012 09:44:08 AM

Fee: \$47.00

**RECORDATION REQUESTED BY:** 

State Farm Bank, F.S.B. NMLS Company ID 139716 One State Farm Plaza Bloomington, IL 61710

WHEN RECORDED MAIL TO:

State Farm Bank, F.S.B. P O Box 5961 Madison, WI 57305-0961

SEND TAX NOTICES TO:

KENNETH MONROE FRAKER
16144 SPRAGUE RIVER RD
CHILOQUIN, OR 97624-8606

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 13, 2012, is made and executed between KENNETH MONROE FRAKER, a Single Person, whose address is 16144 SPRAGUE RIVER RD, CHILOQUIN, OR 97624-8606 ("Grantor") and State Farm Bank, F.S.B., whose address is NMLS Company ID 139716, One State Farm Plaza, Bloomington, IL 61710 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 25, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED IN THE AMOUNT OF \$50,000.00 ON AUGUAST 19, 2005, IN BOOK 5 AT PAGE 62256 IN THE KLAMATH COUNTY RECORDS.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon: See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 16144 SPRAGUE RIVER RD, CHILOQUIN, OR 97624-8606. The Real Property tax identification number is R252880.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Trale

THE TERM OF THE CREDIT AGREEMENT COMMENCES ON THE DATE OF THE DEED OF TRUST AND ENDS ON AUGUST 30, 2037.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust 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 as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (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. 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.

ADDITIONAL EVENT OF DEFAULT/ACCELERATION. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if the property is not owner occupied as your primary residence.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 13, 2012.

GRANTOR:

LENDER:

STATE FARM BANK, F.S.B.

Authorized Officer

State Farm Bank, ESB

AUTHORIZED SIGNER

Steven W. Hahn, Home Equity Manager

## MODIFICATION OF DEED OF TRUST (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF OPEGON	OFFICIAL SEAL  JACQUELINE RENEIGH McCOLLOUGH
) ss	NOTARY PUBLIC-OREGON COMMISSION NO. 453813
county of Klamath )	MY COMMISSION EXPIRES NOVEMBER 14, 2014
On this day before me, the undersigned Notary Public, personally appeared <b>KENNETH MONROE FRAKER</b> , to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.	
Given under my hand and official seal this 13 day of	JULY 2018.
By Jagguein-Reneigh-malallough Re	siding at 1307 SouthAlameda Ave SteA Klamathfalls OR 97608
0 0	commission expires 1000 14th 2014
LENDER ACKNOWLEDGMENT	
STATE OF STA	before me, the undersigned Notary Public, personally authorized agent for <b>State</b> knowledged said instrument to be the free and voluntary act and
deed of State Farm Bank, F.S.B., duly authorized by State Farm Bank, F.S.B. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said	
By Mall Re	siding att, Cours Count
Notary Public in and for the State of <u>MISSOUR</u> , My commission expires (150)	
LASER PRO Lending, Ver. 5.59.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved OR/IL K:\CFI\LPL\G202.FC TR-71517889 PR-HELC1	

NICOLE BALDWIN

Notary Public - Notary Seal

STATE OF MISSOURI - St. Louis County

Comm. # 11149988

My commission expires July 25, 2015

## EXHIBIT A

A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS WEST, ON THE EAST LINE THEREOF, 650.29 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 50 MINUTES 26 SECONDS WEST, ON THE SOUTH LINE THEREOF, 653.92 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 14 MINUTES 54 SECONDS EAST, ON THE WEST LINE THEREOF, 659.66 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 47 MINUTES 09 SECONDS EAST, ON THE NORTH LINE THEREOF, 543.57 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 29 SECONDS EAST, 163.15 FEET TO A POINT ON THE SOUTHWEST LINE OF THE SPRAGUE RIVER HIGHWAY; THENCE SOUTH 44 DEGREES 52 MINUTES 31 SECONDS EAST, ON SAID SOUTHWEST LINE, 50.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS WEST 76.51 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS ALSO SHOWN AS PARCEL 2 OF MINOR PARTITION 77-83 IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

Permanent Parcel Number: R252880 KENNETH MONROE FRAKER

7753425

EXHIBIT A (continued)

16144 SPRAGUE RIVER ROAD, CHILOQUIN OR 97624 Loan Reference Number : 15704565 First American Order No: 7753425

Identifier: ELS