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2013-000022  
Klamath County, Oregon  
01/02/2013 09:59:15 AM  
Fee: \$47.00

This Space Provided for Recorder's Use

WHEN RECORDED RETURN TO:

Advantis Credit Union  
3010 S.E. Belmont  
Portland, OR 97214

MODIFICATION AGREEMENT

Grantors: Dean A Harris and Sandra M Harris, husband and wife

Property Address: 151922 Conestoga Rd, LaPine, Oregon 97739

Grantors Address: 151922 Conestoga Rd, LaPine, Oregon 97739

Legal Description: LOT 1, BLOCK 4, WAGON TRAIL ACREAGES, NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Assessor's Property Tax Parcel or Account No: r129783

Grantee: Advantis Credit Union

Grantee Address: PO Box 14220, Portland, Oregon 97293

**CURRENT OBLIGATION.** On or about December 5<sup>th</sup>, 2006, Dean A Harris and Sandra M Harris (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. ~~2006-024821~~ in the records of Klamath County. The Deed of Trust secures a promissory note ("Obligation") in the amount of \$51,000.00.

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

[X] **Interest Rate.** The interest rate is changed to 3.50% for 180 months.

\* Fee NO. 2006-024821

F.  
47.00

**[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 a fixed interest rate of three point five percent (3.5%) per annum ("Fixed Rate") effective 12/3/2012. Borrower promises to pay the unpaid balance of \$36,001.93, initial monthly payments of 259.26 beginning 01/01/2013, in accordance with the provisions of the Obligation and this Modification Agreement. Borrower's final payment will be due 12/01/2027 ("Maturity Date"). On the Maturity Date, all outstanding principal, interest, and all other outstanding charges and fees must be paid.

**[ ] 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 \$433.32 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.

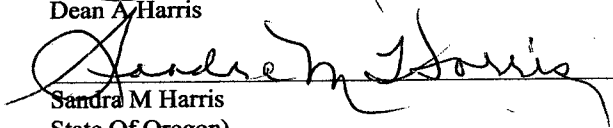
**CONTINUING VALIDITY.** Except as modified above, all other terms and conditions of the Obligation, Deed of Trust shall remain unchanged and in full force and effect, including, but not limited to, the obligation of Borrower to comply with all covenants, agreements, and requirements of the Obligation, Deed of Trust, 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. 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, 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. 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 3th day of December, 2012.

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

GRANTOR(S):

  
Dean A Harris

  
Sandra M Harris  
State Of Oregon)

*Deschutes* ) ss.  
County of ~~Klamath~~)

On this ~~30th~~ *1st* day of ~~November~~ *December*, 2012, before me, a Notary Public in and for said state, personally appeared Dean A Harris and Sandra M Harris 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: *12-12-2015*

