

mtc 1396-11059

RECORDATION REQUESTED BY:

Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust

Southern Oregon Region
P O Box 5210
Klamath Falls, OR 97601

2013-001842

Klamath County, Oregon

02/20/2013 09:01:02 AM

Fee: \$47.00

WHEN RECORDED MAIL TO:

Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust

Southern Oregon Region
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust

Southern Oregon Region
P O Box 5210
Klamath Falls, OR 97601

AMERITITLE has recorded this instrument by request as an accommodation 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.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated February 13, 2013, is made and executed between William Foulon and Robin Foulon, as Tenants by the Entirety ("Grantor") and Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust, whose address is Southern Oregon Region, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 14, 2012 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on March 15, 2012, in the Office of the Klamath County Clerk in 2012 002779.

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 1717 Main St., Klamath Falls, OR 97601.

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

To extend the maturity.

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 FEBRUARY 13, 2013.

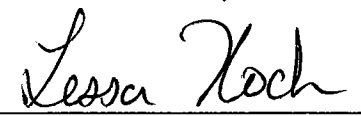
GRANTOR:

x 
William Foulon

x 
Robin Foulon

LENDER:

WASHINGTON FEDERAL, A FEDERAL SAVINGS ASSOCIATION, SUCCESSOR BY MERGER TO SOUTH VALLEY BANK & TRUST

x 
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 831552105

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Lincoln) SS)



On this day before me, the undersigned Notary Public, personally appeared William Foulon and Robin Foulon, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of February, 2013.
By Kathy Sue Linville Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Lincoln) SS)



On this 13 day of February, 2013, before me, the undersigned Notary Public, personally appeared Teresa Lach and known to me to be the Relationship Mgr. authorized agent for Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust, duly authorized by Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust 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 instrument on behalf of Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust

By Kathy Sue Linville Residing at Lincoln Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The South half of Lot 5 and all of Lots 6 and 7 in Block 4, WILLIAMS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO the North half of Lot 5 in Block 4, WILLIAMS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 2:

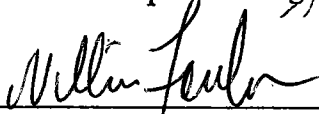
A portion of Lot 4, Block 4, WILLIAMS ADDITION to The City of Klamath Falls, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at a point on the South line of Lot 4, Block 4, of said Williams Addition, said point being North 88°45'51" West, 36.00 feet from the Southeast corner of Lot 4; thence North 88°45'51" West 42.70 feet along said South line of Lot 4; thence North 01°36'00" East 3.65 feet; thence South 88°45'51" East 42.70 feet along a line parallel with and 3.65 feet Northerly of the South line of said Lot 4; thence South 01°36'00" West 3.65 feet along a line parallel with and 36 feet Westerly of the East line of Lot 4 to the point of beginning.

Parcel 3:

A portion of Lots 2, 3 and 4 in Block 4, WILLIAMS ADDITION to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon, being more particularly described as follows:

Beginning at a point on the East line of Lot 2, Block 4, of said WILLIAMS ADDITIONS, said point being South 01°36'00" West, 10.00 feet from the Northeast corner of Lot 2; thence North 88°44'52" West, 36.00 feet along a line parallel with and 10 feet Southerly of the North line of said Lot 2; thence South 01°36'00" West 109.68 feet along a line parallel with and 36 feet Westerly of the East line of said Block 4, to a point on the South line of Lot 4; thence South 88°45'51" East 36.00 feet along said South line to the Southeast corner of Lot 4; thence North 01°36'00" East 109.67 feet along the East line of said Block 4 to the point of beginning.



WILLIAM FOULON, INDIVIDUAL



ROBIN FOULON, INDIVIDUAL