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

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 2013-001842

Klamath County, Oregon

02/20/2013 09:01:02 AM

Fee: \$47.00

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.

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 Foular

Robin Foulon

LENDER:

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

Authorized Officer

47 AmT



MODIFICATION OF DEED OF TRUST

(Continued)

Loan No: 831552105	(Continued)	Page 2
INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF Janually) SS NC CC	OFFICIAL SEAL KATHY SUE LINVILLE DAMMISSION NO. 455417 MISSION EXPIRES FEBRUARY 09, 2015
	Public, personally appeared William Foulon and Roon of Deed of Trust, and acknowledged that the statement of	ey signed the Modification as their free and 1,20/3
LENDER ACKNOWLEDGMENT		
COUNTY OF Breath)) ss	OFFICIAL SEAL KATHY SUE LINVILLE NOTARY PUBLIC-OREGON COMMISSION NO. 455417 COMMISSION EXPIRES FEBRUARY 09, 2015
that executed the within and foregoing instrume Federal, a federal savings association, successor, duly authorized by Washington Federal, a feder through its board of directors or otherwise, for	and known to me to be the Kallowson, successor by merger to South Valley Bank & Trent and acknowledged said instrument to be the fr	ee and voluntary act and deed of Washington uth Valley Bank & Trust n oath stated that he or she is authorized to

) SS **COUNTY OF** On this and known to me to be the Washington Federal, a federal savings association, successor by merger to So that executed the within and foregoing instrument and acknowledged said ins Federal, a federal savings association, successor by merger to South Valley Ba , duly authorized by Washington Federal, a federal savings association, succest through its board of directors or otherwise, for the uses and purposes there execute this said instrument and in fact executed this said instrument on beh by merger to South Valley Bank & Trust Residing at My commission expires 2-9-15Copr. Harland Financial Solutions, Inc. 1997, 2013. M:\LPWIN\CFI\LPL\G202.FC TR-11847 PR-STDPRD12 All Rights Reserved. LASER PRO Lending, Ver. 5.60.00.005 - OR

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