

2013-001861

Klamath County, Oregon



00131597201300018610050058

Recording Requested By/Return To:  
Wells Fargo Bank, N.A.  
Billings Office  
PO Box 31557 MAC B6955-013  
Billings, MT 59107-9900

02/20/2013 09:37:26 AM

Fee: \$57.00

This Instrument Prepared By:  
Wells Fargo Bank, N.A.  
KRIS YOUNG  
MAC X2303-01N  
ONE HOME CAMPUS  
DES MOINES, IOWA 50328

[Space Above This Line For Recording Data]

Account #: 650-650-3244563-XXXX

Reference Number: 20053013600971

### MODIFICATION TO LINE OF CREDIT DEED OF TRUST

This Modification Agreement (this "Agreement") is made this 17 day of JANUARY, 2013,  
by and between Wells Fargo Bank, N.A. ("Lender") and  
LEAH CHENAULT  
(individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the  
"Parties."

#### RECITALS:

A. Borrower executed and delivered to Lender that certain  
LINE OF CREDIT DEED OF TRUST dated November 15, 2005, securing the  
Debt Instrument of the same date (together with any renewals, extensions, or modifications to the Debt  
Instrument made prior to the date of this Agreement), recorded in Book/Roll/Volume NA at page  
NA (or as No. M05-69739) of the Official Records in the Office of the  
Recorder of the County of KLAMATH, State of Oregon (the "Security Instrument"), and  
covering the property described in the Security Instrument and located at  
5315 HILLDALE ST, KLAMATH FALLS, OREGON 97603 (the "Property"),  
more particularly described as follows:  
LOT 18, SUMMERS HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN  
THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

TAX ACCOUNT NO: 3909-014BC-06900-000

KEY NO: 572838

- B. This section intentionally left blank.
- C. The Security Instrument currently provides for  
☒ a payment in full date of November 15, 2020
- D. The Parties desire to change the security instrument to provide for  
☒ a payment in full date of March 1, 2035
- E. The Parties wish to modify and amend the Security Instrument to reflect the above change.

#### AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Security Instrument is modified and amended as follows:  
☒ the payment in full date is March 1, 2035
2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.
3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Security Instrument (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument and the Debt Instrument at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt Instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt Instrument. The

co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.

7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.

8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

BORROWER:



(Signature)  
LEAH CHENAULT

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

LENDER:

Wells Fargo Bank, N.A.

By:                     

(Signature)

**ALAN HANCOCK**

(Printed Name)

**Vice President Loan Documentation**

\_\_\_\_\_  
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Iowa )

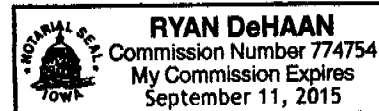
COUNTY OF Dallas ) ss.

On this 25<sup>th</sup> day of January, 2013, before me, a  
Notary Public in and for said county personally appeared  
Alan Hancock, to me personally known, who being by me duly (sworn or  
affirmed) did say that that person is Vice President Loan Documentation of said association, that (the seal  
affixed to said instrument is the seal of said or no seal has been procured by said) association and that said  
instrument was signed and sealed on behalf of the said association by authority of its board of directors  
and the said Vice President Loan Documentation acknowledged the execution of said instrument to be the  
voluntary act and deed of said association by it voluntarily executed.

                      
Notary Public

Iowa  
State of

My commission expires: 9/11/15



For An Individual Acting In His/Her Own Right:

State of Oregon )

County of Klamath )

This instrument was acknowledged before me on 1-21-13 (date) by

LEAH CHENAULT

(name(s) of person(s))



(Seal, if any)

Heather Sciurba

(Signature of notarial officer)

Notary

Title (and Rank)

My commission expires: Feb. 9 2014