

mtc 812 67
RECORDATION REQUESTED BY:
Washington Federal
520 Pike Street
Seattle, WA 98101

2013-005827
Klamath County, Oregon
05/23/2013 03:15:53 PM
Fee: \$47.00

WHEN RECORDED MAIL TO:
Washington Federal
Commercial Loan Servicing
520 Pike Street, Floor 24
Seattle, WA 98101

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 15, 2013, is made and executed between Michael B. Beeson and Terry Dee Beeson ("Grantor") and Washington Federal, whose address is 520 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 12, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded December 14, 2007 under Recording No. 2007-020932.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See the exhibit or other description document 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 3145 Lodi Street and 3142 Madison Street, Klamath Falls, OR 97603.

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

Principal increase in the amount of \$2,610.09, for a total principal amount of Seventy-Two Thousand Eight-Hundred-Forty & 00/100 Dollars (\$72,840.00), as reflected by a Promissory Note dated May 9, 2013.

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 endorers 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.

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 MAY 15, 2013.

GRANTOR:

X

Michael B. Beeson

X

Terry Dee Beeson

LENDER:

WASHINGTON FEDERAL

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath

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On this day before me, the undersigned Notary Public, personally appeared Michael B. Beeson, 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

21

day of

May

20 13

Notary Public in and for the State of

Oregon

Residing at

Klamath Falls

My commission expires

2-9-15

W7 Rmt

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clatsop)
) SS
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On this day before me, the undersigned Notary Public, personally appeared **Terry Dee Beeson**, 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 21 day of May, 2013.
By K. S. Linville Residing at Clatsop Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clatsop)
) SS
)

On this 21 day of May, 2013, before me, the undersigned Notary Public, personally appeared Tessa Koch and known to me to be the Relationship Mrs., authorized agent for **Washington Federal** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal**, duly authorized by **Washington Federal** 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**.

By K. S. Linville Residing at Clatsop Falls
Notary Public in and for the State of Oregon My commission expires 2-9-15

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Tract 26 of INDEPENDENCE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 26 of Independence Tracts, thence North along the Easterly line of Lodi Street, 58.65 feet; thence Southeasterly along the line between Lots 25 and 26 of said Independence Tracts, a distance of 254.7 feet; thence South $0^{\circ}13'$ East along the East line of said Lot 26 a distance of 58.65 feet; thence Northwesterly in a straight line to the point of beginning.