

48972
RECORDATION REQUESTED BY:

Washington Federal
520 Pike Street
Seattle, WA 98101

2013-006443

Klamath County, Oregon

06/07/2013 03:59:40 PM

Fee: \$52.00

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 June 4, 2013, is made and executed between Bible Baptist Church, an Oregon non-profit Corporation. ("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 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded April 8, 2000 under Volume M00, pg 12573, Microfilm Records of Klamath County, Oregon.

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 4849 and 4779 S. 6th Street, Klamath Falls, OR 97603.

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

The maturity date is extended to June 5, 2018 as evidenced by a Promissory Note dated June 4, 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 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.

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 JUNE 4, 2013.

GRANTOR:

BIBLE BAPTIST CHURCH

By: Ron Lankford
Ron Lankford, Chairman of Bible Baptist Church

By: Claude Newman
Claude Newman, Secretary of Bible Baptist Church

LENDER:

WASHINGTON FEDERAL

Tessa Rod
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 7 day of June, 1st 2013 before me, the undersigned Notary Public, personally appeared Ron Lankford, Chairman of Bible Baptist Church, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: Kathy Sue Linville
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires 2-9-15

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 414595-9

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CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln

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On this 7 day of June, 19 2013 before me, the undersigned Notary Public, personally appeared Claude Newman, Secretary of Bible Baptist Church, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By K. S. Linville
Notary Public in and for the State of Oregon

Residing at Lincoln Falls
My commission expires 2-9-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln

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On this 7 day of June, 19 2013 before me, the undersigned Notary Public, personally appeared Teresa Lock and known to me to be the Authorized Agent for Washington Federal, 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
Notary Public in and for the State of Oregon

Residing at Lincoln Falls
My commission expires 2-9-15

EXHIBIT A

Parcel 1 - Fee

A parcel of land lying in the SE¼NW¼ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Bible Baptist Church, recorded February 20, 1954 in Book 265, Page 392, Klamath County Record of Deeds; said parcel being that portion of said property included in a strip of land, variable in width, lying Northerly of the center line of the relocated Klamath Falls - Lakeview Highway, which center line is described as follows:

Beginning at Engineer's center line Station 75+21.60, said station being 131.80 feet East and 1.47 feet South of the West quarter corner of Section 2, Township 39 South, Range 9 East W.M.; thence North 89° 44' 04" East 2,984.00 feet; thence South 89° 52' 38" East 2,309.15 feet to Engineer's center line Station 128+14.75 Back equals 128+15.00 Ahead, on said center line.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southerly Side of Center Line
99+21.00		99+35.00	41.00
99+35.00		99+42.00	47.00
99+42.00		101+00.00	41.00

Bearings are based on County Survey No. 7892, filed January, 2012, Klamath County.

This parcel of land contains 79 square feet, more or less.

Parcel 2 - Fee

A parcel of land lying in the SE¼NW¼ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Bible Baptist Church, recorded July 11, 1991 in Book M91, Page 13517, Klamath County Record of Deeds; said parcel being that portion of said property lying easterly of a line at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Station 99+42.00 and included in a strip of land 41.00 feet in width, lying on the Northerly side of said center line, which center line is described in Parcel 1.

This parcel of land contains 76 square feet, more or less.

EXHIBIT A

Parcel 3 - Fee

A parcel of land lying in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Bible Baptist Church, recorded July 11, 1991 in Book M91, Page 13515, Klamath County Record of Deeds; said parcel being that portion of said property lying easterly of a line at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Station 88+42.00 and included in a strip of land 41.00 feet in width, lying on the Northerly side of said center line, which center line is described in Parcel 1.

This parcel of land contains 61 square feet, more or less.