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Return Address:

Northwest FCS- Central Servicing  
PO Box 2515  
Spokane, WA 99220-2515

2013-006518

Klamath County, Oregon

06/10/2013 03:57:05 PM

Fee: \$52.00



### MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification"), dated as of May 14, 2013, is made by and between **Richard O. Martin and Jennifer A. Martin, Trustees of the Richard O. Martin and Jennifer A. Martin Living Trust**, under Trust Agreement dated April 22, 2009 ("Grantor"), whose address is PO Box 429, Salem, OR 97385, and **Northwest Farm Credit Services, FLCA**, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

**WHEREAS**, on June 5, 2008, a Deed of Trust was executed in favor of Beneficiary, which was recorded on June 16, 2008, as Instrument No(s). 2008-008711 in the Official Records of Klamath County, Oregon (the "Deed of Trust"), covering the land described as follows:

Lot 19, Tract 1387, WHISPERING MEADOWS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2309-024C0-00800-000 Key No. 893993

**WHEREAS**, the following parties join in this instrument to perfect the lien offered as security for the Note(s), but assume no liability for payment of the Note(s) in excess of the value of the Property: **Richard O. Martin and Jennifer A. Martin, Trustees of the Richard O. Martin and Jennifer A. Martin Living Trust**, under Trust Agreement dated April 22, 2009. Without affecting the lien of the Deed of Trust, the undersigned hereby waives any defense for any action affecting the Property, the secured obligation or the Loan Documents, including but not limited to, the following and or notice thereof: (a) any alteration of any terms of the Loan Documents, including increase of indebtedness; (b) the order of application of payments made; (c) acceleration; (d) release or sale of all or a part of the Property; (e) the taking or release of additional security; (f) default or any action or nonaction taken by any party to the Loan Documents; (g) any statute of limitation, anti-deficiency laws, one action rules, election of remedies, jurisdiction, venue, redemption, rights of valuation, stay of execution or marshaling; (h) the order of Beneficiary's proceeding against any party and or the Property or portion thereof; (i) any act by Beneficiary or any party which results in discharge of a liable party or release of the Property; and (j) all rights and remedies under applicable law or equity regarding rights and remedies of borrowers, mortgagors, mortgagees, grantors, beneficiaries, sureties, guarantors and or nonrecourse guarantors.

**WAIVER OF JURY TRIAL.** GRANTOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS.

Modification of Deed of Trust (CIF/Note No. 056640-442)

52 Am

THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

**WHEREAS**, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Balloon Note dated June 5, 2008, payable to the order of Beneficiary, in the initial face principal amount of Ninety-One Thousand Three Hundred Dollars and No/100 Dollars (\$91,300.00) (the "Note").

**WHEREAS**, the parties hereto are amending the Note pursuant to that certain Amendment to Balloon Note dated on or around even date herewith (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Note are now additionally evidenced by the Amendment. The obligations secured by the Deed of Trust are now hereby described as follows:

<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
056640-442	June 5, 2008	\$91,300.00	June 1, 2023

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

## **ARTICLE 1 AMENDMENTS**

### **1.1 Recitals, References and Definitions.**

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All secured indebtedness described in the Deed of Trust shall be deemed also to include the Amendment.
- c. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.
- d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

## **ARTICLE 2 MISCELLANEOUS**

**2.1 Acceptance By Trustee.** Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.

**2.2 Headings.** Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

**2.3 Severability.** Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

**2.4 Successors and Assigns.** This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

Modification of Deed of Trust (CIF/Note No. 056640-442)

**2.5 Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

**GRANTOR:**

Richard O. Martin and Jennifer A. Martin Living Trust, under Trust Agreement dated April 22, 2009

Richard O. Martin, Trustee  
Richard O. Martin, Trustee

Jennifer A. Martin, Trustee  
Jennifer A. Martin, Trustee

**BENEFICIARY:**

Northwest Farm Credit Services, FLCA

By Bruce Hill  
Authorized Agent

STATE OF Oregon )  
County of Marion )ss.

On this 29<sup>th</sup> day of May, 2013, before me personally appeared Richard O. Martin, known to me to be the individual who executed the foregoing instrument as Trustee of the Richard O. Martin and Jennifer A. Martin Living Trust, under Trust Agreement dated April 22, 2009 for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute this instrument.



Meghan N. Salinas  
Notary Public for the State of Oregon  
Residing at Salem  
My commission expires May 21, 2017  
Printed Name Meghan N. Salinas

STATE OF Oregon )  
County of Marion )ss.

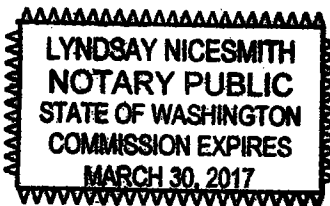
On this 29<sup>th</sup> day of May, 2013, before me personally appeared Jennifer A. Martin, known to me to be the individual who executed the foregoing instrument as Trustee of the Richard O. Martin and Jennifer A. Martin Living Trust, under Trust Agreement dated April 22, 2009 for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute this instrument.



Meghan N. Salinas  
Notary Public for the State of Oregon  
Residing at Salem  
My commission expires May 21, 2017  
Printed Name Meghan N. Salinas

STATE OF Washington )  
County of Spothane )ss.

On this 3<sup>rd</sup> day of June, 2013, before me personally appeared Broome Hall, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Lyndsay Nicesmith  
Notary Public for the State of WA  
Residing at Spothane  
My commission expires 3/30/2017  
Printed Name Lyndsay Nicesmith