

mtc 93707  
RECORDATION REQUESTED BY:

People's Bank of Commerce  
Biddle Road Branch  
750 Biddle Rd  
Medford, OR 97504



2013-008708

Klamath County, Oregon

07/31/2013 04:01:36 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

People's Bank of Commerce  
Biddle Road Branch  
750 Biddle Rd  
Medford, OR 97504

SEND TAX NOTICES TO:

Ronald C Shubin  
Rachel L Shubin  
10870 Agate Road  
Eagle Point, OR 97524

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 18, 2013, is made and executed between Ronald C Shubin and Rachel L Shubin, as Tenants by the Entirety, whose address is 10870 Agate Road, Eagle Point, OR 97524 ("Grantor") and People's Bank of Commerce, whose address is Biddle Road Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 22, 2012 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 6, 2012 as Document No. 2012-006190 in the office of Klamath County Official Records.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:  
Lot 1 in Block 13 of FAIRVIEW ADDITION No. 2 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.

The Real Property or its address is commonly known as 734 Fulton Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-029CA-09900-000.

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

The Maturity Date is hereby extended from May 22, 2013 to May 22, 2017.

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 endorser 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.

U.S. SMALL BUSINESS ADMINISTRATION SPECIFIC PROVISIONS. "The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument".

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 JULY 18, 2013.

GRANTOR:

x Ronald C Shubin  
Ronald C Shubin

x Rachel L Shubin  
Rachel L Shubin

LENDER:

PEOPLE'S BANK OF COMMERCE

x Steve Young  
Steve Young, Senior Vice-President & Commercial  
Loan Department Manager

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared Ronald C Shubin and Rachel L Shubin, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of July, 20 13.By Nancy V StevensonResiding at Medford, ORNotary Public in and for the State of OregonMy commission expires 03/19/2015

## LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson)  
) SS  
)

On this 26th day of July, 20 13, before me, the undersigned Notary Public, personally appeared Steve Young and known to me to be the Senior Vice-President & Commercial Loan Department Manager, authorized agent for People's Bank of Commerce that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of People's Bank of Commerce, duly authorized by People's Bank of Commerce 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 People's Bank of Commerce.

By Nancy V StevensonResiding at Medford, ORNotary Public in and for the State of OregonMy commission expires 03/19/2015