

Grantor Scott F. Girdner / Sandra L. Girdner 3435 Maidu Way Chiloquin, OR 97624

2013-012073

Klamath County, Oregon 10/25/2013 03:15:11 PM

Fee: \$42.00

WHEN RECORDED RETURN TO:

Grantee
Rogue Federal Credit Union
1370 Center Drive
Medford, OR 97501

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

This Space Provided for Recorder's Use

MODIFICATION AGREEMENT Line of Credit Trust Deed

1473289-60

Grantor(s):

Scott F. Girdner and Sandra L. Girdner, as tenants by the entirety

Grantee:

Rogue Federal Credit Union

Legal Description:

Lot 11, Block 1, LATAKOMIE SHORES SUBDIVISION, according to the official plat

thereof on file in the office of the Clerk of Klamath County, Oregon.

Assessor's Property Tax Parcel or Account No.: R3507-007CD-00900-000

On or about September 2, 2005, Grantor(s) executed and delivered to Rogue Federal Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on September 8, 2005, at 10:18:12 AM in the records of Klamath County with recording number M05-63760. The Deed of Trust secures a Home Line/Home Equity Loan Agreement ("Loan Agreement") in the original amount of \$13,730.00.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

Renewal of Draw Period. The draw period is renewed for an additional eight (8) years, effective as of September 2, 2013. The term of the Loan Agreement and the Deed of Trust is extended to 28 years from the effective date of the renewal of the draw period.

Interest Rate. The minimum ANNUAL PERCENTAGE RATE that can apply to the Account is 4.99%.

Margin. The interest rate margin on your loan is changed to 1.24% above the Wall Street Journal published Prime Rate.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement 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 and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. 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 Loan Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including

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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.

DATED this 2 day of OCTOO , 2013. EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND AGREES TO ITS TERMS. ROGUE FEDERAL CREDIT UNION **GRANTEE: GRANTORS:** Sandra L. Girdner NOTARY PUBLIC-(COMMISSION NO STATE OF Oregon County of Jackson (Qmath) , 2013, before me, a Notary Public in and for said state, personally appear On this ' F. Girdner and Sandra L. Girdner, known to me to be the persons who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated Notary Public for My Commission Expires STATE OF Oregon County of Jackson () a moth) 6 1 0 2013, before me personally appeared of Rogue Federal Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

My Commission Expires:

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OFFICIAL SEAL

STEPHANIE N BREWER
NOTARY PUBLIC-OREGON
COMMISSION NO. 480957
MY COMMISSION EXPIRES AUGUST 21, 2017