

2014-000284

Klamath County, Oregon

01/13/2014 02:27:25 PM

Fee: \$57.00

THIS INSTRUMENT PREPARED BY:

Columbia State Bank

2228 South 78th Street, MS 6100

Tacoma, WA 98409

AFTER RECORDING RETURN TO:

Columbia State Bank

2228 South 78th Street, MS 6100

Tacoma, WA 98409



(Space Above This Line For Recording Data)

LOAN NUMBER: 88075

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 1st day of December, 2013, between Dennis M. VanAcker and Reba A. VanAcker, husband and wife, whose address is 6420 Appaloosa Ct., Klamath Falls, Oregon 97603 ("Grantor"), and Columbia State Bank - Columbia Basin OR CBC Office whose address is 2101 SW Court Pl, Pendleton, Oregon 97801 ("Lender").

Columbia State Bank - Columbia Basin OR CBC Office and Grantor entered into a Deed of Trust dated August 18, 2006 and recorded on September 15, 2006, filed for record in records of County of Klamath, State of Oregon, with recorder's entry number 200618597 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 6420 Appaloosa Ct., Klamath Falls, Oregon 97603

Legal Description: Lot 20, Block 2, Tack No. 1099, ROLLING HILLS, according to the official plat thereof on file in the office of the clerk of Klamath County, Oregon.

Parcel ID/Sidwell Number: Code 170, Map No. 3910019AO TL 04700 599604

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- The purpose of this Modification of Deed of Trust is to add the maturity date of December 5, 2016.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

DAW
Reba

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.

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Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Dennis M. VanAcker 12/23/13 Reba A VanAcker 12/23/13
Dennis M VanAcker Date Reba A VanAcker Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
~~WASHINGTON~~
COUNTY OF CLATSOP

On this day personally appeared before me Dennis M VanAcker, Dennis M. VanAcker, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 23rd December 2013

My commission expires: 12-28-2015

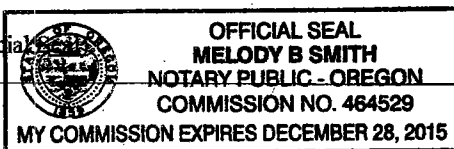
in and for the state of

OREGON, residing at

206 EAST FRONT ST
MEHILL, OR 97633

Identification Number 464529

(Official Seal)



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
~~WASHINGTON~~

COUNTY OF Clatsop)

On this day personally appeared before me **Reba A VanAcker**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this

23rd December 2013

My commission expires: 12-28-2015

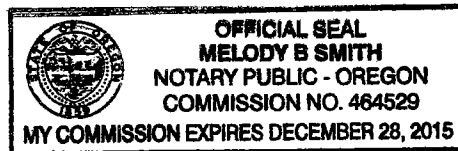
Oregon, in and for the state of
~~Washington~~, residing at

200 East Front St.
Menlo, OR 97633

Melody Smith

Identification Number 464529

(Official Seal)



LENDER: Columbia State Bank - Columbia Basin OR CBC Office

Debra A Wainwright 12/30/13

By: [Signature] Date
Its: VP/Credit Officer

BUSINESS ACKNOWLEDGMENT

STATE OF Oregon ~~WASHINGTON~~)
COUNTY OF umatilla ~~PIERCE~~)

On this the 30th day of December, 2013, before me Christine J. Bettencourt, personally appeared Debra Wainwright on behalf of Columbia State Bank - Columbia Basin OR CBC Office, a(n) Commercial Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as AVP Commercial Officer of Columbia State Bank - Columbia Basin OR CBC Office, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires June 19, 2015

Washington, in and for the state of Oregon, residing at Hermiston

Christine J. Bettencourt
umatilla OR
Pierce County, WA
Identification Number 459365

(Official Seal)



DAW
RLK
AM