

2014-001687

Klamath County, Oregon



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02/27/2014 10:42:10 AM

Fee: \$67.00

Recording Requested By/Return To:  
Wells Fargo Bank, N.A.  
Billings Office  
PO Box 31557 MAC B6955-013  
Billings, MT 59107-9900

This Instrument Prepared By:

Chris Reinhard  
2324 Overland Avenue  
Billings MT 59102

[Space Above This Line For Recording Data]

Account #: XXX-XXXX969-1998

Reference Number: 20032890924460

**MODIFICATION TO LINE OF CREDIT DEED OF TRUST**

This Modification Agreement (this "Agreement") is made this 7th day of February 2014, by and between Wells Fargo Bank N.A. ("Lender") and Rowan Noble, and Kimberly Noble, Husband and Wife as Joint Tenants (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

**RECITALS:**

A. Borrower executed and delivered to Lender that certain LINE OF CREDIT DEED OF TRUST dated April 29, 2004, securing the Debt Instrument of the same date (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), recorded in Book/Roll/Volume M04 at page 27829 (or as No. N/A) of the Official Records in the Office of the Recorder of the County of Klamath, State of Oregon (the "Security Instrument"), and covering the property described in the Security Instrument and located at 14805 Clover Creek Rd, Klamath Falls OR 97601 (the "Property"), more particularly described as follows:  
SEE ATTACHED EXHIBIT "A"

- B. This section intentionally left blank.
- C. The Security Instrument currently provides for  
 a payment in full date of 05/15/2014
- D. The Parties desire to change the security instrument to provide for  
 a payment in full date of 04/29/2029
- E. The Parties wish to modify and amend the Security Instrument to reflect the above change.

#### AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Security Instrument is modified and amended as follows:  
 the payment in full date is 04/29/2029
2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.
3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Security Instrument (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument and the Debt Instrument at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt Instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt Instrument. The

co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.

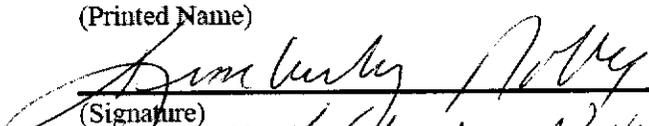
7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.

8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

BORROWER:

  
\_\_\_\_\_  
(Signature)  
Rowan Noble *Rowan Noble*  
\_\_\_\_\_  
(Printed Name)

  
\_\_\_\_\_  
(Signature)  
Kimberly Noble *Kimberly Noble*  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

LENDER:

By: Mindy Jo Penrod  
(Signature)  
Mindy Jo Penrod  
(Printed Name)  
Vice President Loan Documentation  
(Title)

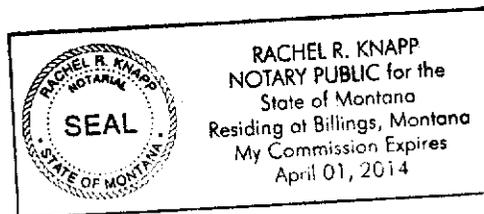
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana )  
 ) ss.  
COUNTY OF Yellowstone )

On this 7th day of February, 2014, before me, a  
Notary Public \_\_\_\_\_ in and for said county personally appeared  
Mindy Jo Penrod, to me personally known, who being by me duly (sworn or  
affirmed) did say that that person is \* \_\_\_\_\_ of said association, that (the seal  
affixed to said instrument is the seal of said or no seal has been procured by said) association and that said  
instrument was signed and sealed on behalf of the said association by authority of its board of directors  
and the said \* \_\_\_\_\_ acknowledged the execution of said instrument to be the  
voluntary act and deed of said association by it voluntarily executed.

Rachel R Knapp \_\_\_\_\_ Montana \_\_\_\_\_  
Notary Public Rachel R. Knapp State of \_\_\_\_\_

My commission expires: 04-01-2014  
\* Vice President Loan Documentation

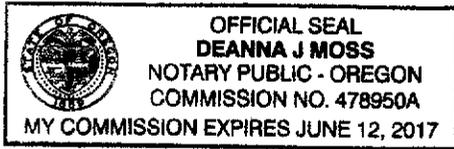


For An Individual Acting In His/Her Own Right:

State of Oregon )  
County of Klamath )

This instrument was acknowledged before me on 02/18/2014 (date) by

Klimberly Ann Noble, Rowan C Noble (name(s) of person(s))



(Seal, if any)

Deanna J Moss  
(Signature of notarial officer)

Wells Fargo Banker  
Title (and Rank)

My commission expires: 06/12/2017

EXHIBIT "A"

A tract of land situate in the S 1/2 N 1/2 of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the North line of the SW 1/4 NE 1/4 of Section 31 Township 39 South, Range 8 East of the Willamette Meridian, from which the Northwest corner of said SW 1/4 NE 1/4 bears S. 89°28'10" W. 422.8 feet distant; thence S. 43°08' W. 834.53 feet, more or less to the Northeasterly line of the County Road known as the Clover Creek Road opposite Engineer's station 11+38.45; thence S. 46°52' E. 200.0 feet; thence N. 43°08' E. 1025.46 feet, more or less to the North line of the said SW 1/4 NE 1/4 Section 31; thence S. 89°28'10" W. 251.47 feet to the point of beginning, and

A tract of land situate in the SW 1/4 NE 1/4 of Section 31, Township 39 South, Range 8 East of the Willamette Meridian more particularly described as follows:

Beginning at the iron pipe marking the long established NW 1/4 corner of the SW 1/4 NE 1/4 of Section 31; and running thence along the center line of the section S. 0°21'40" E. 396 feet; thence S. 44°38'20" W. 255.47 feet to the Northeasterly line of the County Road known as Clover Creek Road; thence S. 46°52' E. 40 feet; thence N. 43°08' E. 834.53 feet more or less to the North line of said SW 1/4 NE 1/4 of Section 31; thence S. 89°28'10" W. 422.8 feet to the point of beginning.