

2014-005953

Klamath County, Oregon

06/05/2014 10:28:48 AM

Fee: \$47.00

1st
WHEN RECORDED MAIL TO:

HOME FEDERAL BANK
Loan Servicing
P.O. Box 11496
Eugene, OR 97440

SEND TAX NOTICES TO:

Ole B. Opgrand
Valerie S. Opgrand
2624 Memorial Drive
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



HLP0556

THIS MODIFICATION OF DEED OF TRUST dated May 27, 2014, is made and executed between Ole B. Opgrand and Valerie S. Opgrand, as tenants by the entirety, whose address is 2624 Memorial Drive, Klamath Falls, OR 97601 ("Grantor") and HOME FEDERAL BANK, whose address is Madras Branch, c/o Loan Servicing, PO Box 11496, Eugene, OR 97440 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 12, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded May 18, 2004, Vol No. M04, Page 31171-84, Official Records of Klamath County, Klamath County, State of Oregon, as may have been modified or amended.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Lots 7 and 8 in Block 208, Mills Second Addition 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 1515 E. Main Street, Klamath Falls, OR 97601.

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

Extend maturity date from May 20, 2014 to May 20, 2019.

DEFINITIONS. The following word shall have the following meanings when used in this Deed of Trust.

NOTE. The word "Note" now means the Promissory Note dated May 22, 2014 in the original principal amount of \$37,051.14 from Ole B. Opgrand and Valerie S. Opgrand to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement. This Promissory Note is given in substitution for the Promissory Note dated May 12, 2004 in the original principal amount of \$200,800.00.

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 endorsers 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.

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 MAY 27, 2014.

GRANTOR:

x Ole B. Opgrand
Ole B. Opgrand

x Valerie S. Opgrand
Valerie S. Opgrand

LENDER:

HOME FEDERAL BANK

[Signature]
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 425001344

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Ole B. Opgrand, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of May, 2014.

By Carly K. Gilder
Notary Public in and for the State of Oregon

Residing at 421 S 7th Klamath Falls OR 97601
My commission expires March 24, 2016

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Valerie S. Opgrand, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of May, 2014.

By Carly K. Gilder
Notary Public in and for the State of Oregon

Residing at 421 S 7th Klamath Falls
My commission expires March 24, 2016

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 30 day of May, 2014, before me, the undersigned Notary Public, personally appeared Trans Growing and known to me to be the Business Bank, authorized agent for HOME FEDERAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of HOME FEDERAL BANK, duly authorized by HOME FEDERAL BANK 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 HOME FEDERAL BANK.

By Carly K. Gilder
Notary Public in and for the State of Oregon

Residing at 421 S 7th Klamath Falls OR 97601
My commission expires March 24, 2016