

187

RECORDATION REQUESTED BY:

AMERICANWEST BANK
CENTRAL POINT BRANCH
300 E. PINE ST.
CENTRAL POINT, OR 97502

2014-006152

Klamath County, Oregon

06/10/2014 02:41:46 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

AMERICANWEST BANK
LOAN OPERATIONS
P. O. BOX 40
MEDFORD, OR 97501

SEND TAX NOTICES TO:

Henry C. Williams
1009 Steamboat Drive
Central Point, OR 97502

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 12, 2014, is made and executed between Henry C. Williams, whose address is 1009 Steamboat Drive, Central Point, OR 97502 ("Grantor") and AMERICANWEST BANK, whose address is CENTRAL POINT BRANCH, 300 E. PINE ST., CENTRAL POINT, OR 97502 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 22, 2004 (the "Deed of Trust") which has been recorded in Klamath County County, State of Oregon, as follows:

Deed of Trust in the amount of \$50,000.00, recorded April 27, 2004 as Document Vol M04 Page 25217-22 in the official records of the Klamath County Clerk, subsequently revised with a Modification of Deed of Trust dated August 2, 2004.

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

That portion of the N 1/2 NW 1/4 of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the West boundary line of the United States C Canal.

EXCEPTING THEREFROM all that proportion thereof lying South of a line parallel to and 677 feet South of the County Road known as Cross Road (Lower Lake Road).

AND EXCEPTING THEREFROM all that portion thereof lying within the boundaries of Cross Road (Lower Lake Road).

The Real Property or its address is commonly known as 5880 & 5920 Cross Road, Klamath Falls, OR 97603. The Real Property tax identification number is Levy Code 164 Key No.: R93455.

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

The maturity date is hereby extended to July 5, 2014. Add APPRAISALS provision below.

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.

APPRAISALS. Lender may from time to time order and obtain one or more appraisals on the Real Property or any portion thereof, from an appraiser or appraisers selected by Lender in its sole discretion. Grantor shall cooperate with Lender and any appraiser in obtaining such appraisal(s), including without limitation by granting access to the Real Property and to records with respect to the Real Property (including without limitation any environmental reports, rent rolls, leases or documents affecting title to the Real Property), and providing any other information that Lender or the appraiser may reasonably request.

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 12, 2014.

GRANTOR:

X 
Henry C. Williams

First American Title Ins. Co. 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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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 583035268

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LENDER:

AMERICANWEST BANK


X
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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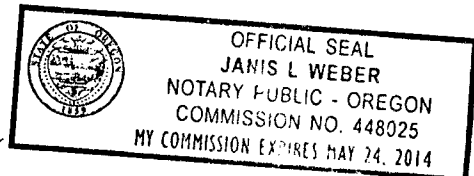
On this day before me, the undersigned Notary Public, personally appeared Henry C. Williams, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 12 day of May, 2014.
By Janis L. Weber Residing at Central Point
Notary Public in and for the State of Oregon My commission expires May 24, 2014

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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On this 12 day of May, 2014, before me, the undersigned Notary Public, personally appeared Melissa Clayton and known to me to be the Authorized Agent, authorized agent for AMERICANWEST BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of AMERICANWEST BANK, duly authorized by AMERICANWEST 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 AMERICANWEST BANK.

By Janis L. Weber Residing at Central Point
Notary Public in and for the State of Oregon My commission expires May 24, 2014