

1396-11387

RECORDATION REQUESTED BY:

AMERICANWEST BANK
DOWNTOWN MEDFORD BRANCH
300 E. MAIN ST.
MEDFORD, OR 97501

2014-006276

Klamath County, Oregon

06/13/2014 11:29:43 AM

Fee: \$67.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Melinda Cauvin
Loren C. Walch
PO Box 519
Chiloquin, OR 97624

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 14, 2014, is made and executed between **MELINDA CAUVIN AND LOREN C. WALCH, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP**, whose address is 2700 Toqua Rd., Chiloquin, OR 97624 ("Grantor") and **AMERICANWEST BANK**, whose address is **DOWNTOWN MEDFORD BRANCH, 300 E. MAIN ST., MEDFORD, OR 97501** ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 1, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$150,000.00, recorded on May 5, 2009 as Document No. 2009-006178 in the official records of the Klamath County Clerk.

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

Parcel 2 of Land Partition 30-02 situated in Section 31, Township 35 South, Range 7 East; Section 36, Township 35 South, Range 7 1/2 East; Sections 5, 6, 7, 8, 9, 16 and 17, Township 36 South, Range 7 East; and Sections 1, 2, 11 and 12, Township 36 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 2700 Toqua Rd., Chiloquin, OR 97624. The Real Property tax identification number is 3607-A0800-00100-000 and 3607-A0900-00600-000 and 3607-A0500-00700-000.

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

The maturity date is hereby extended to July 1, 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 endorser 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.

COUNTERPART SIGNATURES. For the convenience of the parties hereto, the Loan Documents may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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 14, 2014.

GRANTOR:

X 
Melinda Cauvin

X 
Loren C. Walch

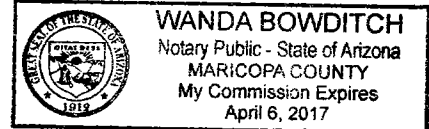
LENDER:

AMERICANWEST BANK

x *M. J. [Signature]*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona)
) SS
COUNTY OF Maricopa)



On this day before me, the undersigned Notary Public, personally appeared **Melinda Cauvin**, 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 14th day of May, 2014.
By Wanda Bowditch Residing at Phoenix, Arizona
Notary Public in and for the State of Arizona My commission expires April 6, 2017

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Loren C. Walch**, 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 _____ day of _____, 20_____.
By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 923108313

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Douglas

)
) SS
)



On this 10th day of June, 2014, before me, the undersigned Notary Public, personally appeared Miranda Triplett and known to me to be the Authorized Officer, 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 [Signature]
Notary Public in and for the State of Oregon

Residing at Winston On 97496
My commission expires February 17, 2015

RECORDATION REQUESTED BY:
AMERICANWEST BANK
DOWNTOWN MEDFORD BRANCH
300 E. MAIN ST.
MEDFORD , OR 97501

WHEN RECORDED MAIL TO:
AMERICANWEST BANK
LOAN OPERATIONS
P. O. BOX 40
MEDFORD, OR 97501

SEND TAX NOTICES TO:
Melinda Cauvin
Loren C. Walch
PO Box 519
Chiloquin, OR 97624

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 14, 2014, is made and executed between **MELINDA CAUVIN AND LOREN C. WALCH, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP**, whose address is 2700 Toqua Rd., Chiloquin, OR 97624 ("Grantor") and **AMERICANWEST BANK**, whose address is DOWNTOWN MEDFORD BRANCH, 300 E. MAIN ST. , MEDFORD , OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 1, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$150,000.00, recorded on May 5, 2009 as Document No. 2009-006178 in the official records of the Klamath County Clerk.

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

Parcel 2 of Land Partition 30-02 situated in Section 31, Township 35 South, Range 7 East; Section 36, Township 35 South, Range 7 1/2 East; Sections 5, 6, 7, 8, 9, 16 and 17, Township 36 South, Range 7 East; and Sections 1, 2, 11 and 12, Township 36 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 2700 Toqua Rd., Chiloquin, OR 97624. The Real Property tax identification number is 3607-A0800-00100-000 and 3607-A0900-00600-000 and 3607-A0500-00700-000.

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

The maturity date is hereby extended to July 1, 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 endorser 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.

COUNTERPART SIGNATURES. For the convenience of the parties hereto, the Loan Documents may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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 14, 2014.

GRANTOR:

X
Melinda Cauvin

X
Loren C. Walch

LENDER:

AMERICANWEST BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

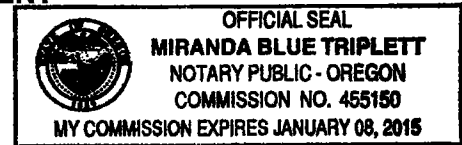
On this day before me, the undersigned Notary Public, personally appeared **Melinda Cauvin**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this _____ day of _____, 20____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared **Loren C. Walch**, 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 14th day of May, 2014.By [Signature] Residing at Roseburg, ORNotary Public in and for the State of Oregon My commission expires Jan 8, 2015

LENDER ACKNOWLEDGMENT

STATE OF Oregon

)

COUNTY OF Douglas

) SS

)



On this 10th day of June, 2014, before me, the undersigned Notary Public, personally appeared Miranda Triplett and known to me to be the Authorized Officer, 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 [Signature]Residing at Winston On 97496Notary Public in and for the State of OregonMy commission expires February 15, 2017 BW
17, 2015