

2014-006409

Klamath County, Oregon

RECORDATION REQUESTED BY:
AMERICANWEST BANK
ELK GROVE COMMERCIAL BANKING
9340 E. STOCKTON BLVD.
ELK GROVE, CA 95624



00154793201400064090020024

06/17/2014 09:35:54 AM

Fee: \$47.00

WHEN RECORDED MAIL TO:
AMERICANWEST BANK
LOAN ADMINISTRATION
110 SOUTH FERRALL
SPOKANE, WA 99202-4800

SEND TAX NOTICES TO:
Randall D. Barnes
Jeri F. Barnes
PO Box 544
Harold, CA 95638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 14, 2014, is made and executed between Randall D. Barnes and Jeri Barnes; Husband and Wife ("Grantor") and AMERICANWEST BANK, whose address is ELK GROVE COMMERCIAL BANKING, 9340 E. STOCKTON BLVD., ELK GROVE, CA 95624 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 6, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 10, 2003 in Klamath County, State of Oregon under Document No. 75700-08.

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

Parcel 1:

Lots 16, 17 and 18, Block D, HOMECREST, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

Parcel 2:

Lots 19, 20, 21 and 22 Block D, HOMECREST, according to the official plat thereof of file in the office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 3440 Alva Avenue and 1900 Burns Street, Klamath Falls, OR 97603. The Real Property tax identification number is R523785 and R523776.

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

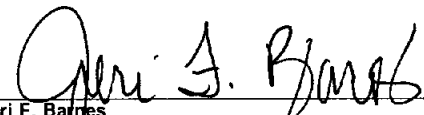
Extend Maturity Date to April 10, 2024.

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.

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 APRIL 14, 2014.

GRANTOR:

x 
Randall D. Barnes

x 
Jeri F. Barnes

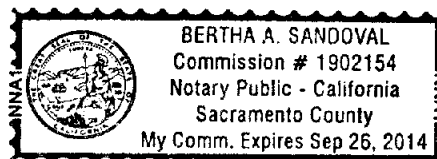
LENDER:

AMERICANWEST BANK

x 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

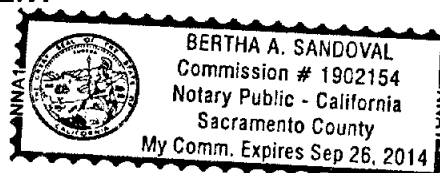
INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Sacramento)

On this day before me, the undersigned Notary Public, personally appeared **Randall D. Barnes and Jeri F. Barnes, Husband and Wife**, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of April, 20 14.By Bertha A. Sandoval Residing at Elk GroveNotary Public in and for the State of California My commission expires 9-26-14

LENDER ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Sacramento)

On this 17th day of April, 20 14, before me, the undersigned Notary Public, personally appeared MARK KISTING and known to me to be the 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 Bertha A. Sandoval Residing at Elk GroveNotary Public in and for the State of California My commission expires 9-26-14