



2014-009780
Klamath County, Oregon
09/19/2014 02:54:27 PM
Fee: \$72.00

RECORDATION REQUESTED BY:

Washington Federal
425 Pike Street
Seattle, WA 98101

WHEN RECORDED MAIL TO:

Washington Federal
Commercial Loan Servicing
425 Pike Street
Seattle, WA 98101

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 15, 2014, is made and executed between Mickey D. Cummings and Ester J. Cummings, as tenants by the entirety ("Grantor") and Washington Federal, whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 1, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated July 1, 1996 and recorded August 29, 1996 in Volume M96 at page 26750, modified July 23, 1997 and recorded July 29, 1997 in Volume M97 at page 24105, modified July 27, 1998 and recorded July 31, 1998 in Volume M98 at page 28236, modified September 22, 1999 and recorded September 29, 1999 in Volume M99 at page 38617, modified September 7, 2000 and recorded September 14, 2000 in Volume M00 at page 33596, modified August 31, 2001 and recorded September 6, 2001 in Volume M01 at page 45375.

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

Lots 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, and 13A, Block 7, RAILROAD 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 534 Spring Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-033BC-01300-000.

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

The maturity date is extended to August 20, 2019.


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.

COUNTERPARTS. This document may be signed in any number of counterparts, which, when delivered in the original to Lender, shall together constitute one original document.

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 SEPTEMBER 15, 2014.

GRANTOR:

x 
Mickey D. Cummings

x 
Ester J. Cummings

LENDER:

WASHINGTON FEDERAL

x 
Authorized Officer

\$
4700

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 414150-3

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Mickey D. Cummings**, 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 19th day of September, 2014

By Colette L Hernandez

Residing at 803 main st, K Falls, OR

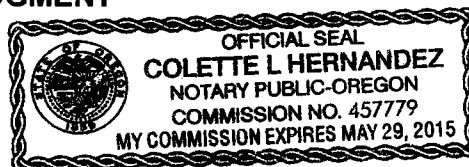
Notary Public in and for the State of Oregon

My commission expires May 29, 2015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Ester J. Cummings**, 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 19th day of September, 2014

By Colette L Hernandez

Residing at 803 main st, K Falls, OR

Notary Public in and for the State of Oregon

My commission expires May 29, 2015

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 19th day of September, 2014, before me, the undersigned Notary Public, personally appeared Jessie Koch and known to me to be the Relationship Mgr, authorized agent for **Washington Federal** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal**, duly authorized by **Washington Federal** 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 **Washington Federal**.

By Colette L Hernandez

Residing at 803 main st, K Falls, OR

Notary Public in and for the State of Oregon

My commission expires May 29, 2015