

RECORDATION REQUESTED BY:

Washington Federal
425 Pike Street
Seattle, WA 98101

2014-013018

Klamath County, Oregon

12/17/2014 03:41:38 PM

Fee: \$62.00

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 November 7, 2014, is made and executed between Roger R. Cummins and Marla J. Cummins, as Tenants in Common ("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 May 14, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded May 16, 2003 under Recording No: Vol M03, Pg 33141-47.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Old Fort Road, Klamath Falls, OR 97601.

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

The maturity date of this secured obligation is hereby extended to December 15, 2018.

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 NOVEMBER 7, 2014.

GRANTOR:

X

Roger R. Cummins

X

Marla J. Cummins

LENDER:

WASHINGTON FEDERAL

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

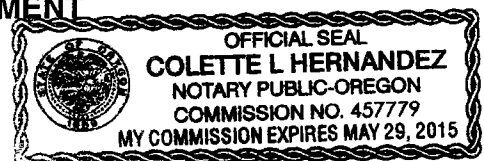
STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Roger R. Cummins, 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 16th day of December, 2014.

By Colette L. Hernandez

Residing at Klamath Falls, OR 97603

Notary Public in and for the State of Oregon

My commission expires May 29, 2015

RECORDATION REQUESTED BY:

Washington Federal
425 Pike Street
Seattle, WA 98101

WHEN RECORDED MAIL TO:

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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 NOVEMBER 7, 2014.

GRANTOR:

X

Roger R. Cummins

x *Marla J. Cummins*
Marla J. Cummins

LENDER:

WASHINGTON FEDERAL

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared Roger R. Cummins, 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.

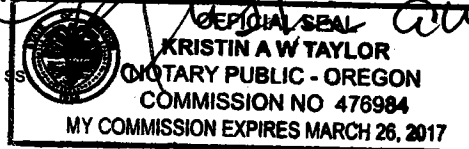
Given under my hand and official seal this _____ day of _____, 20____.

By _____ Residing at _____

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

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Multnomah

On this day before me, the undersigned Notary Public, personally appeared Marla J. Cummins, 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 5th day of December, 20 14.By Kristin TaylorResiding at Multnomah Co. ORNotary Public in and for the State of ORMy commission expires March 26, 2017Signature is on first page of document

LENDER ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 414873-0

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Marla J. Cummins**, 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 _____

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 16th day of December, 2011, before me, the undersigned Notary Public, personally appeared Tessa Koch and known to me to be the Relationship Manager, 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 Hernandez Residing at Klamath Falls, OR 97603
Notary Public in and for the State of Oregon My commission expires May 29, 2015

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1, Land Partition 2-02, said Partition being a partition of Parcel 3 of Land Partition 39-01, situated in Section 33, Township 37 South, Range 9 East, Willamette Meridian, and in Sections 3 and 4, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof lying within the boundaries of Old Fort Road.