

2015-000391

Klamath County, Oregon

Recording Requested By/Return To:
Wells Fargo Bank, N.A.
Attn: Loan Servicing
PO Box 5943
Sioux Falls, SD 57117-5943



01/15/2015 11:04:17 AM

Fee: \$62.00

This Instrument Prepared By:
Sue Bramley
Wells Fargo Bank, N.A.
PO Box 5943
Sioux Falls, SD 57117-5943

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MODIFICATION TO OREGON REAL ESTATE MORTGAGE LINE OF CREDIT INSTRUMENT

This Modification Agreement (this "Agreement") is made this 11th day of December 2014, by and between, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Financial Bank, formerly known as Dial Bank ("Lender"), whose address is 3201 North 4th Avenue, Sioux Falls, SD 57104, and Cornelius Mahony and Annette Mahony, as tenants by the entirety (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

RECITALS:

A. Lender made a loan and extended credit (the "Loan") to Borrower.

B. In conjunction with the making of the Loan, Borrower executed and delivered to Lender that certain deed of trust/mortgage/deed to secure debt (the "Security Instrument") Oregon Real Estate Mortgage Line Of Credit Instrument dated December 22, 2006, securing that certain promissory note/evidence of indebtedness of the same date which was executed by Borrower and made payable to the order of Lender (the "Debt Instrument") (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), said Security Instrument having been recorded in Book/Roll/Volume _____ at page _____ (or as No. 2007-000268) of the Official Records in the Office of the Recorder of the County of Klamath, State of Oregon, and covering the property described in the Security Instrument and located at 5165 Avalon St. Klamath Falls OR 97603-8268 (the "Property"), more particularly described as follows:
THE NORTH 1/2 OF LOT 19 OF ALTAMONT SMALL FARMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY OREGON.
EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE RIGHT OF WAY OF AVALON STREET.

C. The Debt Instrument and the Security Instrument each currently provide for a Loan with an indefinite term.

D. The Parties wish to modify and amend the terms of the Debt Instrument and of the Security Instrument to provide for a maturity/payment in full date for the Debt Instrument of December 11, 2054.

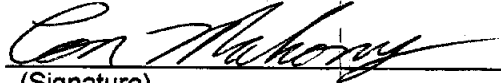
AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Debt Instrument and the Security Instrument are each modified and amended to provide for a maturity/payment in full date for the Debt Instrument of December 11, 2054. The purpose of this modification is, in part, to establish a lien expiration date as a matter of law.
2. All capitalized terms not defined herein shall have the meanings set forth in the Debt Instrument and in the Security Instrument. Herein, the Debt Instrument, the Security Instrument, and all other instruments and documents executed in conjunction with or ancillary to the making of the Loan shall be collectively referred to as the "Loan Documents".
3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Debt Instrument, Security Instrument, and all other Loan Documents (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument, the Debt Instrument, and in all other Loan Documents at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of any of the Loan Documents, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation, or partial release of either the Security Instrument or of the Debt Instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligation in connection with the Debt Instrument or with the Security Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and secured by the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.
7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.
8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

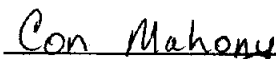
BORROWER:



(Signature)

Corneilius Mahony

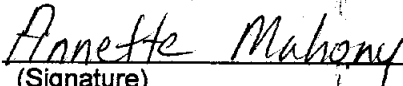
(Printed Name)



(Signature)

Annette Mahony

(Printed Name)



(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

WELLS FARGO BANK, N.A.
LENDER:

By: Sue Bramley 12-11-14
(Signature)

Sue Bramley
(Printed Name)

Title Officer
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

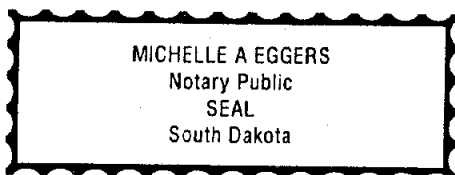
STATE OF South Dakota)
) ss.
COUNTY OF Minnehaha)

The foregoing instrument was acknowledged before me, the undersigned notary in and for said county and state, on this 11th day of December, 2014 by Sue Bramley, a Title Officer of Wells Fargo Bank, N.A., known or proven to be the person who executed the above instrument, and who confirmed that he executed the above instrument in the capacity and for the reasons stated therein.

Michelle A Eggers
Notary Public

South Dakota
State of

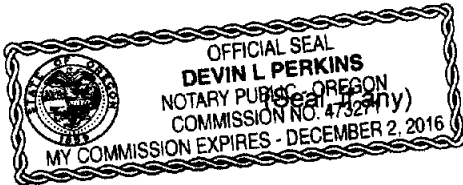
My commission expires: September 18, 2018



For An Individual Acting In His/Her Own Right:

State of Oregon)
County of Klamath)

This instrument was acknowledged before me on 12-16-14 (date) by
Annette Mahony (name(s) of
person(s))



Devin L Perkins
(Signature of notarial officer)

Universal Associate
Title (and Rank)

My commission expires: 12-2-2016

For An Individual Acting In His/Her Own Right:

State of Oregon)
County of Clatsop)

This instrument was acknowledged before me on 12-16-14 (date) by
Cornelius Mahony (name(s) of
person(s))



Devin L Perkins
(Signature of notarial officer)

Universal Associate
Title (and Rank)

My commission expires: 12-2-16