

### 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 2015-006731

Klamath County, Oregon

06/25/2015 09:17:08 AM Fee: \$57.00

FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 19, 2015, is made and executed between Mark W. Ahalt and Tammy L. Ahalt, 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 17, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recording date 07-24-2014, Klamath County, Oregon, Recording # 2014-007728.

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 NKA, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-02300-00400-000.

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

The maturity date of the Note is extended to January 1, 2016.

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.

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 JUNE 19, 2015.

GRANTOR:

Mark W. Ahalt

Tammy L. Ahalt

# MODIFICATION OF DEED OF TRUST (Continued)

Page 2 Loan No: 453651-2 LENDER: **WASHINGTON FEDERAL** Authorized Officer INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL SANDRA JEAN COFFMAN NOTARY PUBLIC-OREGON ) SS COMMISSION NO. 463330 MY COMMISSION EXPIRES DECEMBER 16, 2015 ) On this day before me, the undersigned Notary Public, personally appeared Mark W. Ahalt, 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 Notary Public in and for the State of My commission expires INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL SANDRA JEAN COFFMAN NOTARY PUBLIC-OREGON ) SS COMMISSION NO. 463330 MY COMMISSION EXPIRES DECEMBER 16, 2015 On this day before me, the undersigned Notary Public, personally appeared Tammy L. Ahalt, 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

My commission expires

Notary Public in and for the State of

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 453651-2 (Continued) Page 3

LENDER ACKN	IOWLEDGM	NI
STATE OF COUNTY OF KICKIGHT	) ) ss )	OFFICIAL SEAL SANDRA JEAN COFFMAN NOTARY PUBLIC-OREGON COMMISSION NO. 463330 MY COMMISSION EXPIRES DECEMBER 16, 2015
On this day of and know agent for Washington Federal that executed the within and forego voluntary act and deed of Washington Federal , duly authorized by W uses and purposes therein mentioned, and on oath stated that he or this said instrument on behalf of Washington Federal .	ing instrument and lashington Federal she is authorized	d acknowledged said instrument to be the free and through its board of directors or otherwise, for the to execute this said instrument and in fact executed
By COMMAN	Residing at	Klamath talls
Notary Public in and for the State of		sion expires DEC 10 3015
J		

LaserPro, Ver. 15.1.0.023 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - OR/WA V:\CFI\LPL\G202.FC TR-4703 PR-21

## EXHIBIT "À" LEGAL DESCRIPTION

Beginning at an iron pipe which marks the Southeasterly corner of Lot 54 of LAKEWOOD HEIGHTS and running thence along the Westerly line of Lot 37 of LAKEWOOD HEIGHTS to a point which is its intersection with the projection of the Northwesterly line of Lot 36 of LAKEWOOD HEIGHTS; thence Southwesterly along the Northwesterly line of Lot 36, LAKEWOOD HEIGHTS to a point which is its intersection with the section line common to Sections 23 and 26, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence in a straight line to an iron pipe which marks the Southwesterly corner of Lot 54 of LAKEWOOD HEIGHTS; thence Northeasterly along the Southwesterly line of Lot 54 of LAKEWOOD HEIGHTS to the point of beginning, being all a portion of Lot 4, Section 23, Township 38 South, Range 8 East of the Willamette Meridian. Also including all those portions of the NW1/4 SW1/4 and the SE1/4 SW1/4 and all those portions of the NE1/4 SW1/4 and the SW1/4 NW1/4 and the SW1/4 SE1/4 which lie Southerly and Westerly of LAKEWOOD HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH an easement, subject to the terms and provisions thereof, as disclosed by instrument between Lakewood Heights District Improvement Company, a corporation, and Robert B. Chilcote and Barbara J. Chilcote, Husband and Wife, recorded August 5, 1970 in Volume M70, Page 6687, Microfilm Records of Klamath County, Oregon.