

RECORDATION REQUESTED BY:

People's Bank of Commerce Barnett Road Branch 1311 E Barnett Road Medford, OR 97504

WHEN RECORDED MAIL TO:

People's Bank of Commerce Barnett Road Branch 1311 E Barnett Road Medford, OR 97504

SEND TAX NOTICES TO:

Justin W Green Eden A Green 5010 Chilly Valley Lane Klamath Falls, OR 97603 2015-012837

Klamath County, Oregon 11/24/2015 02:37:52 PM

Fee: \$47.00

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 2, 2015, is made and executed between Justin W Green and Eden A Green, as Tenants by the Entirety, whose address is 5010 Chilly Valley Lane, Klamath Falls, OR 97603 ("Grantor") and People's Bank of Commerce, whose address is Barnett Road Branch, 1311 E Barnett Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 20, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded October 30, 2015, Klamath County, Oregon, Document #2015-011968.

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

The S 1/2 of a tract of land situated in the NW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Deed Volume M-79 at page 1216, recorded in Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00° 01' West, along the West line of said Section 18, 2192.47 feet; thence South 89° 51' 42" East 2573.41 feet to a point; thence South 00° 00' 23" West 155.00 feet to the true point of beginning of this description; thence North 89° 51' 42" West 281.10 feet; thence South 00° 02' 03" East 155.00 feet; thence South 89° 51' 42" East 311.00 feet; thence North 00° 23' East 155.00 feet to a point; thence Westerly and parallel to the South boundary thereof a distance of 30 feet to the point of beginning.

And

A tract of land situated in the NW 1/4 of Section 18, Township 39 South, range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Deed Volume M-79 at page 1216, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00° 01' West, along the West line of said Section 18. 2192.47 feet; thence South 89° 51' 42" East 2573.41 feet; thence South 00° 00' 23" West 310.00 feet to the true point of beginning of this description; thence North 89° 51' 42" West 281.00 feet; thence South 00° 02' 03" East 155.00 feet; thence South 89° 51' 42" East 311.00 feet; thence North 00° 23' East 155.00 feet to a point; thence Westerly and parallel to the South boundary thereof a distance of 30 feet to the point of beginning.

The Real Property or its address is commonly known as 5010 Chilly Valley Lane, Klamath Falls, OR 97603. The Real Property tax identification number is R598213.

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

Date of Deed of Trust is to be corrected from July 20, 2011 to October 27, 2015. In addition, the reference to the date of the original Promissory Note is to be corrected to July 20, 2011 in the amount of \$186,000.00.

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 NOVEMBER 2, 2015.

GRANTOR:		
X Justin W Green		
x A Green		
LENDER:		
PEOPLE'S BANK OF COMMERCE X Jaynie Brindle, Branch Manager		
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INDIVIDUAL AC	KNOWLEDGMENT	
STATE OF OULGON)) SS	OFFICIAL STAMP STACY MARIE HOWARD NOTARY PUBLIC- OREGON COMMISSION NO. 944002
COUNTY OF TUME)	MY COMMISSION EXPIRES OCTOBER 19, 2019
On this day before me, the undersigned Notary Public, personally individuals described in and who executed the Modification of Deer free and voluntary act and deed, for the uses and purposes therein Given under my hand and official seal this By Notary Public in and for the State of	d of Trust, and acknowledge	that they signed the Modification as their but., 20/5. Math. (buty)
LENDER ACKNOWLEDGMENT		
COUNTY OF)) ss	OFFICIAL STAMP DANA MARIE HOLTHUS NOTARY PUBLIC-OREGON COMMISSION NO. 937103 MY COMMISSION PUBLIC MARIE M
COUNTY OF	(bases	MY COMMISSION NO. 937103
On this 2 day of 1, 20 1, before me, the undersigned Notary Public, personally appeared Jamie Brindle and known to me to be the Branch Manager, authorized agent for People's Bank of Commerce that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of People's Bank of Commerce, duly authorized by People's Bank of Commerce 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 People's Bank of Commerce.		
By Jam. Meld	Residing at <u>سوغ</u>	full, UR
Notary Public in and for the State of Ote	My commission expir	es
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