OUULIVA - ACCOM **GriTitle** WAS REQUESTED TO RECORD THIS INSTRUMENT AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED FUR SUFFICIENCY OR ITS EFFECT UPON THE TITLE.

2016-005826

Klamath County, Oregon 06/06/2016 09:09:21 AM

Fee: \$52.00

Grantor(s)

Kenneth G. Kellogg

Susan R. Kellogg

504 East Watauga Ave. 107 East 8th Ave.

Apt #1.

Johnson City, TN 37601 Johnson City, TN 37601

## WHEN RECORDED RETURN TO:

Grantee

Rogue Credit Union 1370 Center Drive

Medford, OR 97501

This Space Provided for Recorder's Use

## MODIFICATION AGREEMENT Line of Credit Trust Deed

1472071-60

Grantor(s):

Kenneth G. Kellogg and Susan R. Kellogg, as tenants by the entirety

Grantee:

Rogue Credit Union

**Legal Description:** 

LOT 19 IN BLOCK 7 OF TRACT 1037-FIFTH ADDITION TO SUNSET VILLAGE,

ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF

THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

APN: R562064

## Assessor's Property Tax Parcel or Account No.: R562064

On or about June 6, 2008, Grantor(s) executed and delivered to Rogue Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on June 10, 2008, at 11:37AM in the records of Klamath County with recording number 2008-008473. The Deed of Trust secures a Home Line/Home Equity Loan Agreement ("Loan Agreement") in the original amount of \$76,000.00.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

Renewal of Interest Terms and end of Draw Period. The draw period ends effective June 6, 2016. Original interest terms are extended one (1) year. The term of the Loan Agreement and the Deed of Trust is extended to 21 years from the effective date of the renewal of the interest only period.

Interest Rate. The minimum ANNUAL PERCENTAGE RATE that can apply to the Account is 0.0%.

Margin. The interest rate margin on your loan is not changed from original agreement.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement

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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 and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. 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 Loan Agreement, 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.

does not sign this Modification, then all persons signing below	ow acknowledge that this Modification is given conditionally based on
the representation to Lender that the non-signing person con	sents to the changes and provisions of this Modification or otherwise
actions.	any initial extension or modification but also to all such subsequent
actions.	
DATED this 24 of May	, 20 /6.
01	
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND AGREES TO ITS TERMS.	
GRANTORS:	GRANTEE: ROGUE CREDIT UNION
	<u> </u>
Kenneth G. Kellogg	By: David Sanders
	Title: Sr. Mertagore Servicer
( Strong Killing	ے ک
Susan R. Kellogg	
STATE OF TEUNYSSEY)	
County of Washington) ss.	
On this 24day of May 20 16, before me, a Notary Public in and for said state, personally appeared Kanneth G	
Kellogg known to me to be the person	(s) who executed the Modification Agreement and acknowledged to
me that they executed the same for the purposes therein stat	
	Jolen Sathernnessee
-	Notary Public for ( ) Optime ( ) COMPTO (
	My Commission Expires:
	WOTON CULT
STATE OF Oregon	William III
) ss.	÷ •
County of Jackson	→ 1/ 1
On this 3rd day of June 20% before me personally appeared Day Sarvers to me known to be the Server	
of Rogue Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she	
was authorized to execute said instrument.	ic uses and purposes merein mentioned, and on oath stated that he/she

Notary Public for

My Commission Expires:

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OFFICIAL STAMP KESHIA RIDGEWAY NOTARY PUBLIC-OREGON COMMISSION NO. 921538

MY COMMISSION EXPIRES OCTOBER 27, 2017

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 and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. 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 Loan Agreement, 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.

DATED this 25th of May , 20 16.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND AGREES TO ITS TERMS. ROGUE CREDIT UNION **GRANTEE: GRANTORS:** ineth G. Kellog Susan R. Kellogg STATE OF <u>Tennessee</u>) ss.

County of <u>Washing</u> ton On this 25 day of may, 2016, before me, a Notary Public in and for said state, personally appeared Kenneth G. Kellogg and Susan R. Kellogg known to me to be the person(s) who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated. Notary Public for Unicoi Co

My Commission Expires: August 4th 2018

Notary for Kenneth Kellogg Only STATE OF Oregon County of Jackson On this 3rd day of June 2016, before me personally appeared havid ander, to me known to be the servicer of Rogue Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument. OFFICIAL STAMP KESHIA RIDGEWAY NOTARY PUBLIC-OREGON My Commission Expires: COMMISSION NO. 921538

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MY COMMISSION EXPIRES OCTOBER 27, 2017