

2016-007359  
Klamath County, Oregon  
07/12/2016 04:03:10 PM  
Fee: \$52.00

**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

109530 AM

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated July 1, 2016, is made and executed between Corby G. Riley and Colleen C. Riley, Husband and Wife ("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 December 29, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

**Recorded December 31, 2009 under Recording No. 2009-016295.**

**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 109455 Highway 97 North, Chemult, OR 97731. The Real Property tax identification number is 2708-021CB-02900-00, 2708-021CB-03000-000, 2708-021CB-03100-000, 2708-021CB-04700-000.

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

**The maturity date of this secured obligation is hereby extended to April 5, 2026**

Principal increase for a total principal amount of \$285,000.00, as reflected by a Promissory Note dated July 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 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 JULY 1, 2016.**

GRANTOR:

X   
Corby G. Riley

X   
Colleen C. Riley

LENDER:

WASHINGTON FEDERAL

X   
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

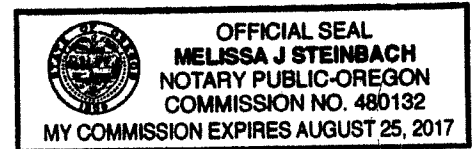
Loan No: 416311-9

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Deschutes

)  
) SS  
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On this day before me, the undersigned Notary Public, personally appeared Corby G. Riley, 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 12<sup>th</sup> day of July, 20 16.

By [Signature]

Residing at Bend, OR

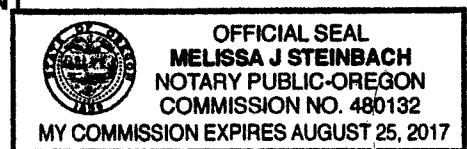
Notary Public in and for the State of Oregon

My commission expires 8/25/17

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Deschutes

)  
) SS  
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On this day before me, the undersigned Notary Public, personally appeared Colleen C. Riley, 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 12<sup>th</sup> day of July, 20 16.

By [Signature]

Residing at Bend, OR

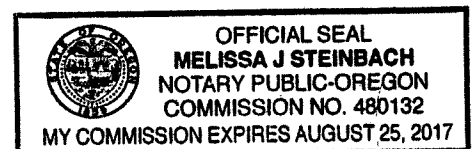
Notary Public in and for the State of Oregon

My commission expires 8/25/17

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Deschutes

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) SS  
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On this 12<sup>th</sup> day of July, 20 16, before me, the undersigned Notary Public, personally appeared Dave Hickins and known to me to be the VP, 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 [Signature]

Residing at Bend, OR

Notary Public in and for the State of Oregon

My commission expires 8/25/17

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcel 1:

Lots 1, 2, 3 and 4 in Block 1, ORIGINAL TOWNSITE OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 2:

Commencing at the Northwest corner of Block 8, ORIGINAL TOWNSITE OF CHEMULT on the Easterly line of the Dalles-California Highway No. 97; thence in a Southerly direction and parallel along said highway a distance of 50 feet; thence at right angles to said highway in an Easterly direction, a distance of 150 feet; thence at right angles in a Northerly direction and parallel to said highway, a distance of 50 feet to the Southerly boundary of First Street; thence at right angles along the Southerly boundary of First Street to the point of beginning; and being part and portion of the W1/2 SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.