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AmeriTitle
MTC 112875 AM

WHEN RECORDED, RETURN TO:

Washington Federal
3808 Brooke Drive
Klamath Falls, OR 97603

2016-009208
Klamath County, Oregon
08/29/2016 03:44:01 PM
Fee: \$57.00

MODIFICATION OF DEED OF TRUST

This MODIFICATION OF DEED OF TRUST (this "**Agreement**") is entered into as of August 29th, 2016 (the "**Effective Date**"), by and between Grant D. Hamilton and Lori J Hamilton ("**Grantor**"), and WASHINGTON FEDERAL, formerly known as Washington Federal Savings ("**Beneficiary**"). Grantor and Beneficiary are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

RECITALS

A. Grantor executed that certain Deed of Trust (the "**Deed of Trust**") in favor of Beneficiary to Chicago Title Insurance Company of Oregon ("**Trustee**"), securing that certain Promissory Note evidencing Grantor's indebtedness of Three hundred ninety thousand eight hundred fifty dollars (\$ 390,850.00) to Beneficiary (the "**Note**"). The Deed of Trust was dated May 8, 2007, and was recorded under Instrument Number 2007, 8707 in the official records of Klamath County, Oregon.

B. In consideration of substitute property offered by Grantor to serve as collateral for the Note, Beneficiary executed a Request for Partial Reconveyance dated August 29, 2016, which requested that the Trustee reconvey to the person(s) entitled thereto the right, title and interest held by Trustee in and to a portion of the real property described in the Deed of Trust.

C. Trustee executed a Partial Reconveyance dated 8-29-16, and recorded 8-29-16, which reconveyed to the person(s) entitled thereto the right, title and interest held by Trustee in and to a portion of the real property described in said Deed of Trust.

D. The Parties have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, in consideration of the execution of this modification, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Recitals Incorporated; Definitions. All Recitals to this Agreement are fully incorporated herein and the parties hereto acknowledge the truth of each of the statements

contained therein. Capitalized terms not defined in this Agreement are defined in the Deed of Trust.

1. **Property Released.** The Parties acknowledge that Trustee granted partial reconveyance of a portion of the real property encumbered by the Deed of Trust, and that Beneficiary and Grantor have agreed to substitute additional property as collateral for the Note. The legal description of the Property encumbered by the Deed of Trust is hereby replaced in its entirety with the following legal description:

Parcel A:

Parcel 1 of Land Partition 12-06, said Land Partition being a replat of Parcel 2 of Land Partition 49-04, said Land Partition being situated in the SW1/4 and the SE1/4 of Section 16 and the NW1/4 of Section 21, all in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof lying in Hill Road.

AND EXCEPTING THEREFROM any portion thereof lying within the Burlington Northern Railroad right of way.

ALSO EXCEPTING THEREFROM all that part lying in the Northwest one-quarter (NW1/4) of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

Parcel B:

All that part of Parcel 2 of Land Partition 12-06, Records of Klamath County, Oregon, lying in the Southwest one-quarter (SW1/4) of Section 16, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Excepting therefrom the East 60 feet of said Southwest one-quarter (SW1/4)

2. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

4. **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Agreement on behalf of such Party and that this Agreement constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

5. **Interpretation.** Paragraph titles and captions are for convenient reference and shall not be interpreted to define or limit the content of the statements and provisions contained therein. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any provision of this Agreement or that such provisions have been drafted on behalf of said Party.

6. **Non-Waiver.** No provision of this Agreement shall be waived except through a written document signed by the party against whom waiver is claimed or asserted. Except as expressly provided herein, the Deed of Trust and the Parties' rights and obligations thereunder shall remain unmodified and in full force and effect and Grantor hereby ratifies and confirms each and all of the terms, conditions, and covenants of the Deed of Trust to be performed by Grantor.

7. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted under applicable law.

8. **Counterparts.** To facilitate execution of this Agreement, this Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Agreement delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Agreement shall collectively constitute a single instrument; but, in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Agreement.

9. **Entire Agreement.** There are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement, agreements contemplated by this Agreement or the Deed of Trust, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of the Parties.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS
MADE BY US CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE
NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY
BY THE BORROWERS RESIDENCE MUST BE IN WRITING, EXPRESS
CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the
Effective Date.

Grantor(s):

Grant D. Hamilton
Lori J Hamilton

Print Name: Grant D. Hamilton and Lori J Hamilton

Date: 8-29-16

State of OREGON)

County of Klamath)

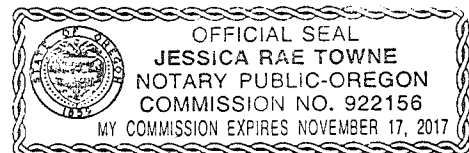
This instrument was acknowledged before me on 8-29, 2016 by grant D Hamilton & Lori J Hamilton as Owners of _____.

Jessica R. Towne
Notary Public - State of Oregon

Beneficiary:

WASHINGTON FEDERAL

By: [Signature]
Name: Jessie Stuedli
Its: Bank Officer
Date: August 29, 2016



State of OREGON)

County of Klamath)

This instrument was acknowledged before me on 8/29, 2016 by Jessie Stuedli as Bank Officer of Washington Federal.

Linzi Rose Kerr
Notary Public - State of Oregon

