



00195726201600126580040045

11/29/2016 10:06:28 AM

Fee: \$57.00

After Recording**Return to:**

Pacific Capital Solutions
Attn: Robert Cox
229 N. Bartlett Street
Medford, OR 97501

(Acct # 14365)

MODIFICATION OF NOTE & DEED OF TRUST

THIS MODIFICATION of Note and Deed of Trust is made this 24th day of October, 2016 among Cynthia M. Slagle, trustee of the Cynthia M. Slagle Trust, Beneficiary, AmeriTitle, an Oregon Corporation, as Trustee and Michael Roy Wakefield, Grantor.

RECITALS

THIS AGREEMENT is made according to the following facts:

- A. Grantor made, executed and delivered to Trustee, that certain trust deed dated August 18, 2014 and recorded August 21, 2014 as Document No. 2014-008716 of the Official Records, Klamath County, Oregon (Trust Deed), secured a promissory note in the principal amount of \$66,000.00 in favor of Beneficiary, and legally described the real property as follows:

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1 of Land Partition 28-29 being a replat of Parcel 3 of Land partition 5-97 and Lots 13-15 of Block 17 and the vacated alleys of Blocks 17 and 20 of TOWN OF WORDEN, situated in the SE ¼ of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

AGREEMENT and GRANT

- B. The parties hereto agree to, and for value received, do hereby modify the Note and Trust Deed as follows;

1. The maturity date is hereby extended to August 21, 2018
2. All parties acknowledge that collection escrow (Pacific Trust Deed Servicing) is NOT responsible for interest rate and payment adjustments. Written notice and instructions need to be delivered to Pacific Trust Deed Servicing Company, Inc. at least 30 days prior to any such adjustments. Instructions should be sent to the following address: P.O. Box 697, Grants Pass, OR 97528.
3. Grantor/Borrower shall be responsible for all costs incurred in this modification, including recording fees, modification fees and collection escrow modification fees.
4. All other terms and conditions to remain the same.

- C. Borrowers/Grantors irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, that property more particularly described above and made a part hereof, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property. For the purpose of securing performance of each agreement of grantors herein contained and modification as set forth in paragraph B above.
- D. The terms of the Note and Trust Deed, incorporated herein by reference, shall remain in full force and effect and be binding on the parties herein to the extent they are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and the original Note and Trust Deed, the provisions of this Agreement shall control. The Note and Trust Deed, together with this Agreement, when signed by all parties hereto, shall constitute one Note and Trust Deed.
- E. This Agreement shall inure to and bind the heirs, devisees, successors, and assigns of the parties hereto.
- F. All other terms to remain the same.

IN WITNESS WHEREOF the parties hereto have executed this instrument.

Grantor:

Michael Roy Wakefield
Michael Roy Wakefield

Beneficiary:

The Cynthia M. Slagle Trust
by:

Cynthia M. Slagle, Trustee

STATE OF OREGON
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this 7 day of 10, 2016 by Michael Roy Wakefield.

[Signature]
Notary Public State of Oregon

My commission expires: Oct 13, 2019



- C. Borrowers/Grantors irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, that property more particularly described above and made a part hereof, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property. For the purpose of securing performance of each agreement of grantors herein contained and modification as set forth in paragraph B above.
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- F. All other terms to remain the same.

IN WITNESS WHEREOF the parties hereto have executed this instrument.

Grantor:

Michael Roy Wakefield

Beneficiary:

The Cynthia M. Slagle Trust
by:

Cynthia M. Slagle
Cynthia M. Slagle, Trustee

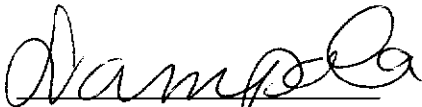
STATE OF OREGON
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Michael Roy Wakefield.

Notary Public State of Oregon
My commission expires: _____

NEVADA
State of ~~California~~
County of WASHOE

Subscribed and sworn to (or affirmed) before me on this 24th day of October, 2016, by Cynthia M. Slagle,
proved to me on the basis of satisfactory evidence to be the person who appeared before me.


(Signature of Notary)

