

**RECORDATION REQUESTED BY:**

Banner Bank
Medford Downtown Branch
300 E. Main St.
Medford, OR 97501-6019

2017-010111

Klamath County, Oregon

09/06/2017 03:41:00 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

Banner Bank
Medford Downtown Branch
300 E. Main St.
Medford, OR 97501-6019

SEND TAX NOTICES TO:

Banner Bank
Medford Downtown Branch
300 E. Main St.
Medford, OR 97501-6019

FOR RECORDER'S USE ONLY**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated August 2, 2017, is made and executed between Robert Garry Derry and Joan M Derry, tenants by the entirety, whose address is PO Box 361, Malin, OR 97632 ("Grantor") and Banner Bank, whose address is Medford Downtown Branch, 300 E. Main St., Medford, OR 97501-6019 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 3, 2012 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Klamath County, Oregon on April 9, 2012; Recording No. 00116388 2012 0003654 0060067 by beneficiary PremierWest Bank, Klamath Falls, Oregon now known as Banner Bank, Medford, Oregon

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

As in said Deed of Trust.

The Real Property or its address is commonly known as 19055 Drazil Road, Malin, OR 97632. The Real Property tax identification number is 4012-03300-01400-000.

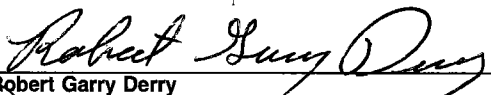
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

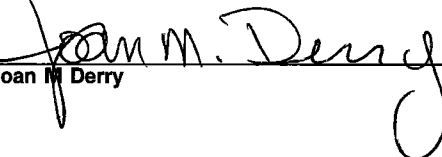
The maturity date for this credit agreement is hereby changed to July 15, 2027 and the loan amount lowered to \$137,766.39.

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 AUGUST 2, 2017.

GRANTOR:

x 
Robert Garry Derry

x 
Joan M Derry

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

BANNER BANK

x Kris Ballard
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Robert Garry Derry and Joan M Derry**, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of August, 2017.

By Sharolyn Kay Neumeyer

Residing at Medford, OR

Notary Public in and for the State of Oregon

My commission expires April 18, 2020

LENDER ACKNOWLEDGMENT

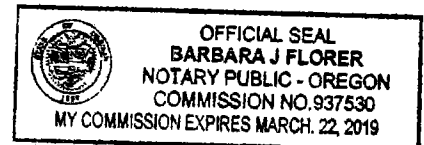
STATE OF Oregon

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COUNTY OF Jackson

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On this 30 day of August, 2017, before me, the undersigned Notary Public, personally appeared Kristopher Ballard and known to me to be the Lender, authorized agent for **Banner Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Banner Bank**, duly authorized by **Banner Bank** 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 **Banner Bank**.

By Barbara Florer

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires March 22, 2019