

2018-006345

Klamath County, Oregon

05/24/2018 09:39:01 AM

Fee: \$52.00

RECORDATION REQUESTED BY:

Banner Bank
Central Point Branch
300 E. Pine St.
Central Point, OR 97502-2254

WHEN RECORDED MAIL TO:

Banner Bank
Central Point Branch
300 E. Pine St.
Central Point, OR 97502-2254

SEND TAX NOTICES TO:

Banner Bank
Central Point Branch
300 E. Pine St.
Central Point, OR 97502-2254

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 18, 2018, is made and executed between Gary L Ross and Shirley A Ross, as Tenants by the Entirety, whose address is 4400 Douglas Ave, Klamath Falls, OR 97601 ("Grantor") and Banner Bank, whose address is Central Point Branch, 300 E. Pine St., Central Point, OR 97502-2254 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 21, 2017 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in Klamath County, Oregon on September 25, 2017; Recording No. 2017-010865.

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

See the exhibit or other description document 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 4400 Douglas Ave, Klamath Falls, OR 97601. The Real Property tax identification number is R538564 R-3909-007CB-07100-000.

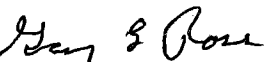
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

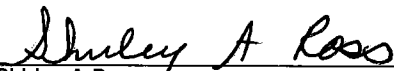
This credit agreement is hereby reduced to \$14,500.00 and the maturity date changed to May 18, 2033.

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 MAY 18, 2018.

GRANTOR:

x 
Gary L Ross

x 
Shirley A Ross

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

BANNER BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared Gary L Ross and Shirley A Ross, 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 18th day of May, 20 18.

By Misty Himes Residing at Central Point
Notary Public in and for the State of Oregon My commission expires October 31st 2020

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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) SS
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On this 18th day of May, 20 18, before me, the undersigned Notary Public, personally appeared Misty Himes and known to me to be the Client Service Supervisor 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 Rocio Alvarez Residing at Central Point
Notary Public in and for the State of Oregon My commission expires December 17, 2021

EXHIBIT "A"

Lots 20, 21 and 22, Block 2, Stewart Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon

Unofficial
Copy