

2018-010986

Klamath County, Oregon

09/11/2018 08:36:00 AM

Fee: \$97.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

ServiceLink (24435977)

1355 Cherrington Parkway

Moore Township, PA 15108

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Modification Of Deed Of Trust

2) DIRECT PARTY / GRANTOR(S)/MORTGAGEE(S) ORS 205.125(1)(b) and 205.160

Jacob T Egalite and Madeline C Egalite, 5162 Briana Dr, Klamath Falls, OR 976038584

3) INDIRECT PARTY / GRANTEE(S)/MORTGAGOR(S) ORS 205.125(1)(a) and 205.160

Umpqua Bank

PO Box 2224, 707 W Main ST, Spokane, WA 99201

4) ADDITIONAL PARTY / BENEFICIARY/TRUSTEE/ASSIGNEE

5) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$100,000.00

6) UNTIL A CHANGE IS REQUESTED,

ALL TAX STATEMENTS SHALL BE

Jacob T Egalite and Madeline C Egalite
5162 Briana Dr
Klamath Falls, OR 976038584

7) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

**8) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$

Modifying Instrument# 2018008168

9) If this instrument is being Re-Recorded, complete the following statement, in accordance

with ORS 205.244: "RE-RECORDED AT THE REQUEST OF _____ TO CORRECT

**_____ PREVIOUSLY RECORDED IN BOOK ____ AND PAGE ___, OR AS FEE
NUMBER _____."**

RECORDATION REQUESTED BY:

Umpqua Bank
Klamath Falls - Main
540 Main St
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

Umpqua Bank - Loan Support
PO Box 2224, Spokane, WA 99210-2224 OR
707 W. Main Street, 6th Floor
Spokane, WA 99201

24435977

SEND TAX NOTICES TO:

Jacob T Egalite
Madeline C Egalite
5162 Briana Dr
Klamath Falls, OR 97603

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 7, 2018, is made and executed between Jacob T Egalite and Madeline C Egalite, as tenants by the entirety, whose address is 5162 Briana Dr, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 6, 2018 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 10, 2018 under Klamath county Instrument # 2018008168.

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

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON FREE OF ENCUMBRANCES EXCEPT AS SPECIFICALLY SET FORTH HEREIN: LOT 59, TRACT 1445, REGENCY ESTATES, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 5162 Briana Dr, Klamath Falls, OR 97603. The Real Property tax identification number is R893416.

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

The maximum amount that Borrower may advance under the Credit Agreement shall be increased to an amount of \$100,000.00.

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 endorsers 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.

CROSS COLLATERALIZATION. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses

**MODIFICATION OF DEED OF TRUST
(Continued)**

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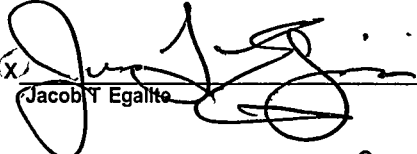
covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

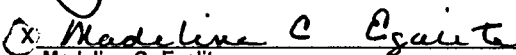
SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

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 SEPTEMBER 7, 2018.

GRANTOR:

X. 

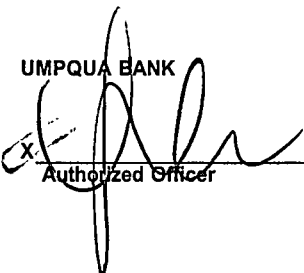
Jacob T. Egalite

X. 

Madeline C. Egalite

LENDER:

UMPQUA BANK

X. 

Authorized Officer

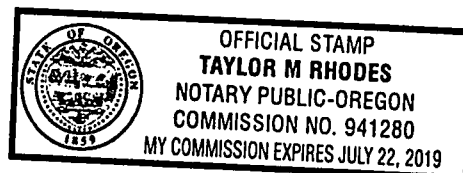
MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Jacob T Egalite, 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 7 day of September, 2018.

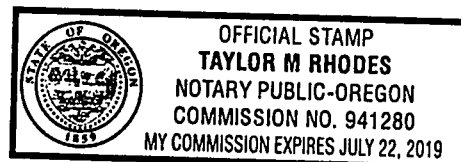
By Jaylin Rhodes
Notary Public in and for the State of Oregon

Residing at 540 Main St. Klamath Falls, OR
My commission expires July 22, 2019 97001

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Madeline C Egalite, 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 7 day of September, 2018.

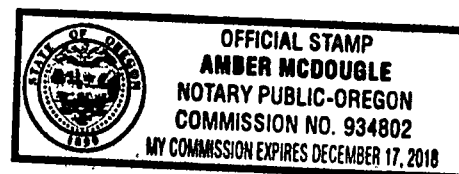
By Jaylin M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 Main St. Klamath Falls, OR
My commission expires July 22, 2019 97001

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 7 day of September, 2018, before me, the undersigned Notary Public, personally appeared Taylor Rhodes and known to me to be the lender, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Amber McDougale
Notary Public in and for the State of Oregon

Residing at 540 Main St Klamath Falls OR 97601
My commission expires Dec 17 2018