

2019-002018

Klamath County, Oregon

03/05/2019 03:46:01 PM

Fee: \$92.00

RECORDATION REQUESTED BY:

Washington Federal
425 Pike Street
Seattle, WA 98101

WHEN RECORDED MAIL TO:

Washington Federal
425 Pike Street
Seattle, WA 98101

SEND TAX NOTICES TO:

Washington Federal
425 Pike Street
Seattle, WA 98101

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 28, 2019, is made and executed between S & P Investments, L.L.C., an Oregon limited liability company ("Grantor") and Washington Federal, whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 18, 2016 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded November 28, 2016, under Instrument No. 2016-012632, records of Klamath County, Oregon.

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

Lots 7 and 8, Block 13, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING the Southeasterly 8 feet thereof heretofore deeded to the City of Klamath Falls, for alley purposes.

The Real Property or its address is commonly known as 824 Pine Street, Klamath Falls, OR 97601. The Real Property tax identification number is R413822.

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

The Maturity date of the Promissory Note is hereby extended to November 25, 2020.

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.

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 FEBRUARY 28, 2019.

GRANTOR:

S & P INVESTMENTS, L.L.C.

By: 

Terrence J. Scroggin, Member of S & P Investments, L.L.C.

By: 

Andrew E. Peterson, Member of S & P Investments, L.L.C.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 415015-7

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 1st day of March, 2019, before me, the undersigned Notary Public, personally appeared Steven S. Smith and known to me to be the Banking Officer, authorized agent for Washington Federal that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Washington Federal, duly authorized by Washington Federal 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 Washington Federal.

By [Signature]

Residing at 824 Pine St. KFO 97601

Notary Public in and for the State of Oregon

My commission expires March 23, 2019

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 415015-7

Page 2

LENDER:

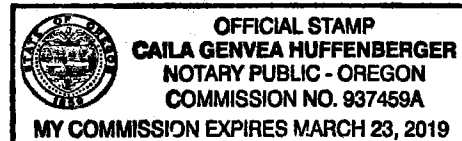
WASHINGTON FEDERAL

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this 5th day of March, 20 19, before me, the undersigned Notary Public, personally appeared Terrence J. Scroggin, Member of S & P Investments, L.L.C., and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

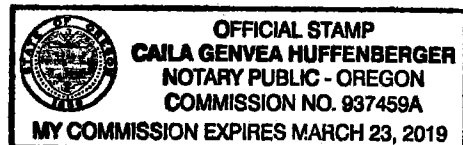
Residing at 824 Pine St. KFO 97601

Notary Public in and for the State of Oregon

My commission expires March 23, 2019

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this 7th day of March, 20 19, before me, the undersigned Notary Public, personally appeared Andrew E. Peterson, Member of S & P Investments, L.L.C., and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

Residing at 824 Pine St. KFO 97601

Notary Public in and for the State of Oregon

My commission expires March 23, 2019