

2019-011113

Klamath County, Oregon

09/23/2019 03:26:01 PM

Fee: \$97.00

RECORDATION REQUESTED BY:

Umpqua Bank
CBC Nor-Cal
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

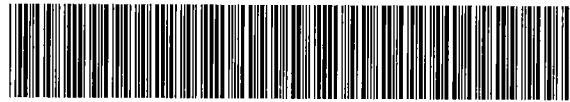
Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Daniel B. Hawkins
Jeannette Y. Hawkins
4006 Twin Pines Ln
Klamath Falls, OR 97603

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated September 16, 2019, is made and executed between Daniel Hawkins, whose address is 4006 Twin Pines Ln, Klamath Falls, OR 97603 and Jeannette Hawkins, whose address is 4006 Twin Pines Ln, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is CBC Nor-Cal, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 6, 2013 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on February 11, 2013 as Instrument no. 2013-001583 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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

See Exhibit "A", 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 2023-2025 Eldorado Avenue, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020DC-00100-000; 3809-020DC-00200-000; 3809-020DC-00201-000.

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

Principal Increase; and modify maturity date

As used herein the word "Grantor" now means Daniel B. Hawkins and Jeannette Y. Hawkins.

The definition of "Note" set forth under the section of the Deed of Trust entitled "DEFINITIONS" is amended and restated to read as follows:

"Note. The word "Note" means the promissory note dated February 6, 2013 in the original amount of \$875,000.00 from Borrower to Lender which has subsequently been increased to the principal amount of \$1,017,418.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. The maturity date of the Note is September 15, 2029.

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.

APPRAISAL. In Lender's sole and absolute discretion, Lender may obtain an appraisal(s) of the Real Property under any of the following conditions: (a) in order to comply with any law, rule, or regulation, (b) pursuant to the request or directive of any regulatory authority having jurisdiction over Lender, (c) in the event that Lender determines that it is likely that there has been an adverse change in the value of the Real Property, or (d) after any Event of Default. Any such appraisal(s) shall be prepared by an appraiser satisfactory to Lender and shall be in a form satisfactory to Lender. All appraisal fees and costs shall be paid by Borrower or Grantor upon Lender's demand.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money

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

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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.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.


VENUE. The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Oregon or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

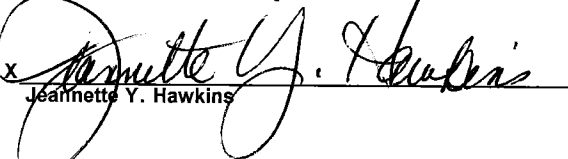
CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

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 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.

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 16, 2019.

GRANTOR:

x 
Daniel B. Hawkins

x 
Jeannette Y. Hawkins

LENDER:

UMPQUA BANK

x 
Authorized Officer

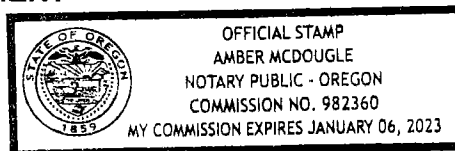
MODIFICATION OF DEED OF TRUST
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Daniel B. Hawkins, 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 18th day of September, 20 19.

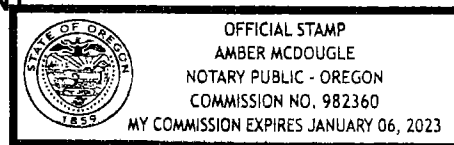
By Alm McDougle
Notary Public in and for the State of OR

Residing at 540 Main St Klamath Falls, OR
My commission expires Jan 6, 2023 97603

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Jeannette Y. Hawkins, 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 18th day of September, 20 19.

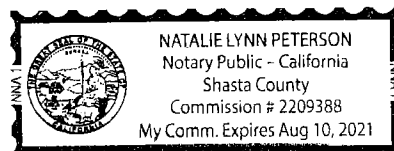
By Alm McDougle
Notary Public in and for the State of OR

Residing at 540 Main St Klamath Falls, OR
My commission expires Jan 6, 2023 97603

LENDER ACKNOWLEDGMENT

STATE OF California
COUNTY OF Shasta

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On this 20th day of September, 20 19, before me, the undersigned Notary Public, personally appeared LISA B Stewart and known to me to be the Individual, 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 Natalie Lynn Peterson, Notary Public
Notary Public in and for the State of California

Residing at 1770 Pine St, Redding, Ca
My commission expires August 10, 2021 96001

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Parcels 1 and 2 of Land Partition 37-02 being all or a portion of vacated Lots 14, 15, 18, 19, and 22 thru 25, Block 7 of "ELDORADO HEIGHTS", situated in the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL B:

Beginning at the intersection of the West right-of-way line of Lexington Avenue and the Northerly right-of-way line of Eldorado Boulevard located in the vacated plat of Eldorado Heights, a recorded subdivision in Klamath County, Oregon, which point is the most Southerly corner of Lot 26, Block 7 of the vacated plat of Eldorado Heights, thence North 0° 05' West along the West right-of-way line of Lexington Avenue, 209.3 feet to the TRUE POINT OF BEGINNING of this description; thence North 31° 47' West, 169.68 feet; thence North 58° 13' East, 105.00 feet; thence South 0° 05' East, 199.55 feet to the true point of beginning. (Said parcel formerly being shown and designated on the plat of vacated Eldorado Heights as Park.)