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AMGTTING

2019-013121
Klamath County, Oregon
11/08/2019 01:53:01 PM
Fee: \$97.00

RECORDATION REQUESTED BY:
Banner Bank
Medford McAndrews Branch
1455 E. McAndrews Rd
Medford, OR 97504-6107

WHEN RECORDED MAIL TO:
Banner Bank
Spokane Loan Operations
110 S. Ferrall Street
Spokane, WA 99202

SEND TAX NOTICES TO:
Raul A Mirande
Karri K Mirande
1290 Wild Plum Dr
Klamath Falls, OR 97601

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 1, 2019, is made and executed between **Raul A Mirande and Karri K Mirande**, as tenants by the entirety. ("Grantor") and **Banner Bank**, whose address is **Medford McAndrews Branch, 1455 E. McAndrews Rd, Medford, OR 97504-6107** ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 27, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 30, 2009 in Klamath County, State of Oregon under Auditor's File No. 2009-010306.

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.

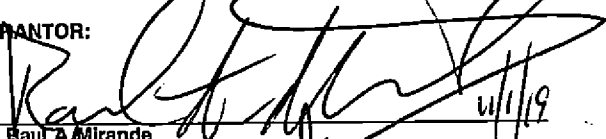
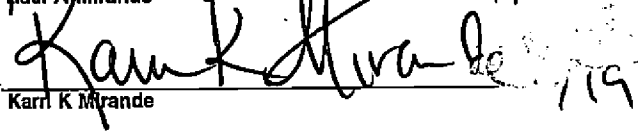
The Real Property or its address is commonly known as 2664 Campus Dr, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-04100-000.

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

Extend Maturity date to November 15, 2039. The definition of "Note" is revised to read as follows: The word "Note" means the promissory note dated July 27, 2009, in the original principal amount of \$424,000.00 from Grantor to Lender, and its substitution promissory note dated November 1, 2019, in the original principal amount of \$311,177.60 also from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

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 NOVEMBER 1, 2019.

GRANTOR:
X  11/1/19
Raul A Mirande
X  11/1/19
Karri K Mirande

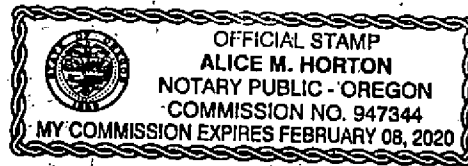
MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

BANNER BANK

X [Signature]
Authorized Officer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

)- [Signature]
)- SS
)- 11/1/19

On this day before me, the undersigned Notary Public, personally appeared Raul A Mirande, 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 10th day of November, 2019.

By [Signature]

Residing at 314 So 7th St

Notary Public in and for the State of Oregon

My commission expires Feb 8 2020

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

)- [Signature]
)- SS
)- 11/1/19

On this day before me, the undersigned Notary Public, personally appeared Karri K Mirande, 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.

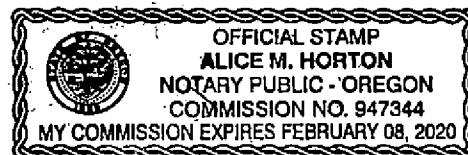
Given under my hand and official seal this 1st day of November, 2019.

By [Signature]

Residing at 314 So 7th St

Notary Public in and for the State of Oregon

My commission expires Feb 8 2020



MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT



STATE OF Ore

COUNTY OF Jackson

)
) SS
)

On this 4th day of Nov, 20 19, before me, the undersigned Notary Public, personally appeared Carol Cote 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 [Signature]
Notary Public in and for the State of Oregon

Residing at Medford, Or
My commission expires 02/11/2023

EXHIBIT "A"
LEGAL DESCRIPTION

A piece or parcel of land situate in the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly boundary of that parcel conveyed at page 5894 of Volume M69 of the Klamath County Deed Records from which the monument marking the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears South 0° 51' West 657.1 feet distant and the Northeasterly corner of said parcel bears North 0° 51' East 182.0 feet distant; thence North 87° 49' 20" West 157.9 feet to a point; thence South 16° 59' 30" West 50.75 feet to a point; thence along a circular curve to the left (which has a radius of 19.5 feet, a central angle of 94° 00' 00" and a long chord which bears South 49° 38' 30" West 28.6 feet) a distance of 32.00 feet to a point; thence South 2° 38' 30" West 39.5 feet to a point; thence South 87° 49' East 194.8 feet to a point on the Easterly boundary of said parcel conveyed at page 5894 of Volume M69 of Klamath County Deed Records; thence North 0° 51' East along the Easterly boundary of said parcel 107.95 feet, more or less, to the point of beginning.

TOGETHER WITH the right of ingress over an existing single lane roadway between the Westerly boundary of the above described parcel and the Easterly boundary of Campus Drive.