

AmeriTitle
MTC 156693PM

2021-010267
Klamath County, Oregon
07/01/2021 09:29:00 AM
Fee: \$87.00

RECORDATION REQUESTED BY:

People's Bank of Commerce
Klamath Falls Branch
210 Timberrill Drive
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

People's Bank of Commerce
1528 Biddle Road
Medford, OR 97504

SEND TAX NOTICES TO:

Howard J Tompkins
Cynthia F Tompkins
2511 Patterson St
Klamath Falls, OR 97603-6965

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 25, 2021, is made and executed between Howard J Tompkins and Cynthia F Tompkins, as tenants by the entirety, whose address is 5024 Wocus Rd, Klamath Falls, OR 97601 ("Grantor") and People's Bank of Commerce, whose address is Klamath Falls Branch, 210 Timberrill Drive, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 25, 2017 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on May 8, 2017 as Document No 2017-004807 in the official 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:

Parcels 1 and 2 of Land Partition 51-09, being a re-plat of Parcel 1 of Land Partition 35-08 situated in the SE 1/4, SE 1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, duly recorded May 5, 2010 in Volume 2010-005294, records of Klamath County, Oregon.

The Real Property or its address is commonly known as 2728 and 2738 Montelius Street, Klamath Falls, OR 97601. The Real Property tax identification number is R438887 and R896320.

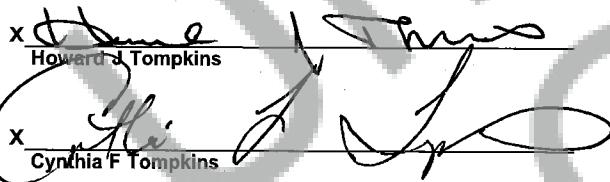
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Increase Loan Amount to \$485,000.00 and Extend Maturity Date to December 25, 2047.

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 JUNE 25, 2021.

GRANTOR:


X Howard J. Tompkins
X Cynthia F. Tompkins

LENDER:

PEOPLE'S BANK OF COMMERCE


X Bill Castle
Bill Castle, Loan Officer



MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Howard J Tompkins and Cynthia F Tompkins, 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 30th day of June, 20 21.

By Samantha Jean Swain

Notary Public in and for the State of Oregon

Residing at 210 Timbermill Dr Klamath Falls OR 97601

My commission expires November 27, 2022

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath



On this 30th day of June, 20 21, before me, the undersigned Notary Public, personally appeared Bill Castle and known to me to be the Loan Officer, authorized agent for People's Bank of Commerce that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of People's Bank of Commerce, duly authorized by People's Bank of Commerce 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 People's Bank of Commerce.

By Bill Castle

Notary Public in and for the State of Oregon

Residing at 210 Timbermill Dr Klamath Falls OR 97601

My commission expires November 27, 2022