2021-011340 Klamath County, Oregon

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07/23/2021 10:18:34 AM

Fee: \$87.00

Rogue Credit Union 1370 Center Drive Medford, OR 97501

AFTER RECORDING RETURN TO:

Grantor(s):

Anthony S. Whitlatch and Melody H. Whitlatch, as tenants by the entirety

**Beneficiary:** 

**Rogue Credit Union** 

## MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this 18<sup>th</sup> day of June, 2021 by and between ANTHONY S. WHITLATCH AND MELODY H. WHITLATCH, AS TENANTS BY THE ENTIRETY ("Grantor"), and Rogue Credit Union ("Lender").

## **RECITALS:**

- A. On June 26, 2020 ANTHONY S. WHITLATCH AND MELODY H. WHITLATCH, executed and delivered to Lender a promissory note ("Note") in the amount of \$20,000.00.
- B. To secure performance of the Note, Grantor executed and delivered to Lender a trust deed ("Trust Deed") dated June 26, 2020 and recorded in the official records of Klamath County, Oregon as document No. 2020-008467.
- C. Lender herein currently is the owner and holder of said Note and Trust Deed and Grantor is the current owner of the real property described in said Trust Deed.

## **AGREEMENT:**

The parties hereby modify said Note and Trust Deed as follows:

- 1. The Principal Balance shall increase by \$3,218.84; from \$19,063.98 to \$22,282.82. Therefor increasing the Note Amount to \$22,282.82.
- 2. The additional funds in the amount of \$3,218.84 shall be applied directly to the loans Escrow balance.
- 3. The Interest Rate of the loan shall change from 12.49% to 10.00%.
- 4. The next Payment Due Date shall change to June 28, 2021.
- 5. The monthly Principal and Interest payment is shall change to \$310.34 per month, beginning June 28, 2021 through maturity.

Except as modified above, the terms of the original Trust Deed and Note shall remain

unchanged and in full force and effect. Lender's consent to this modification does not waive Lender's right to require strict performance of the Trust Deed and the Note as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note. It is the intention of Lender to retain as liable all parties to the Trust Deed and all parties, makers, and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date specified above.

**GRANTOR(S):** 

State of Oregon County of Klamath

This instrument was acknowledged before me on July 9th 2021 b

Anthony 5 whitlatch and melody H whitlatch

OFFICIAL STAMP
CHRISTINA ANN MENDOZA
NOTARY PUBLIC-OREGON
COMMISSION NO. 979618
MY COMMISSION EXPIRES SEPTEMBER 25, 2022

My commission expires:

(Notary Public for Oregon)

LENDER: ROGUE CREDIT UNION