2021-018199

Klamath County, Oregon



12/08/2021 11:08:11 AM

Fee: \$97.00

After Recording Return to: Pacific Capital Solutions, LLC Morgan Hawkins 801 E. Main St. Ste. 101 Medford, OR. 97504 541-973-2444

Recording Cover Page

Extension of Note and Trust Deed

Grantee:

The Christiansen Family Trust UDT March 9th, 2017 461 Riley Rd. Eagle Point, OR. 97524

Grantor:

Katherine R. Dynge 8011 Pacific Lane Klamath Falls, OR. 97603

After Recording Return to:

Pacific Capital Solutions, LLC Morgan Hawkins 801 E. Main St. Ste. 101 Medford, OR. 97504

MODIFICATION OF NOTE

THIS MODIFICATION of Note and Deed of Trust is made this $\frac{1}{2}$ day of December 2021 among The Christiansen Family Trust UDT March 9th, 2017, as Lender, Pacific Trust Deed Servicing, as Trustee, and Larry P. Dynge and Katherine R. Dynge, Husband and Wife, as Borrowers and Katherine R. Dynge as Grantor.

RECITALS

THIS AGREEMENT is made according to the following facts:

A. Grantors/Borrowers made, executed and delivered to Trustee, that certain trust deed dated 5/24/2017 and recorded 5/25/2017 as No. 2017-005707 of the Official Records, Klamath County, Oregon (Trust Deed), secured a promissory note in the principal amount of \$57,000.00 in favor of Beneficiary. Said real property is legally described as follows:

PARCEL 1:

A tract of land situated in the NW 1/4 NE 1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the North line of said Section 25, said point being North 89° 30' East a distance of 470.9 feet from the North quarter corner of said Section 25; thence North 89° 30' East along the North line of said Section 25 a distance of 134 feet; thence South 0° 27' East a distance of 361.0 feet; thence South 89° 33' West a distance of 134.0 feet thence North parallel to the East line thereof a distance of 361 feet, more or less, to the point of beginning.

PARCEL 2:

A tract of land situated in the NW 1/4 NE 1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the North line of said Section 25, said point being North 89° 30' East a distance of 604.9 feet from the North quarter corner of said Section 25; thence continuing Northeasterly on the same line a distance of 170 feet; thence South 0 27' East a distance of 710.8 feet; thence South 89° 30' West a distance of 304 feet; thence North 0° 27' West a distance of 349.5 feet to the Southwest corner of Parcel 1; thence North 89° 30' East a distance of 134.0 feet; thence North 0° 27' West a distance of 361 feet to the point of beginning.

AGREEMENT and GRANT

- B. The parties hereto agree to, and for value received, do hereby modify the Note and Trust Deed as follows.
 - 1. The maturity date is hereby extended to May 25th, 2027.

- 2. All parties acknowledge that collection escrow (Pacific Trust Deed Servicing) is NOT responsible for interest rate and payment adjustments. Written notice and instructions need to be delivered to Pacific Trust Deed Servicing Company, Inc. at least 30 days prior to any such adjustments. Instructions should be sent to the following address: P.O. Box 697, Grants Pass, OR 97528.
- 4. Grantor/Borrower shall be responsible for all costs incurred in this modification, including recording fees, modification fees and collection escrow modification fees.
- 5. All other terms and conditions to remain the same.
- C. Borrowers/Grantors irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, that property more particularly described above and made a part hereof, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property. For the purpose of securing performance of each agreement of grantors herein contained and modification as set forth in paragraph B above.
- D. The terms of the Note and Trust Deed, incorporated herein by reference, shall remain in full force and effect and be binding on the parties herein to the extent they are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and the original Note and Trust Deed, the provisions of this Agreement shall control. The Note and Trust Deed, together with this Agreement, when signed by all parties hereto, shall constitute one Note and Trust Deed.
- E. This Agreement shall inure to and bind the heirs, devisees, successors, and assigns of the parties hereto.
- F. All other terms to remain the same.

IN WITNESS WHEREOF the parties hereto have executed this instrument.

Borrower:

Larry P Dynge

Katherine R. Dynge

Lenders:

The Christiansen Family Trust UTD March 9th, 2017

By:

Robert Leroy Christiansen, Trustee

Sandra Le Christiansen, Trustee

STATE OF OREGON COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 3rd day of December 2021 by Larry P. and Katherine R. Dynge, Husband and Wife.

otary Public State of Oregon

My commission expires: February 19,2037

OFFICIAL STAMP
SHEILA ANN BERGLOFF
NOTARY PUBLIC - OREGON
COMMISSION NO. 970932A
MY COMMISSION EXPIRES FEBRUARY 19, 2022