

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

David Hovey
Krista Hovey
12418 Crossbill Drive
Klamath Falls, OR 97601-8678

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 16, 2023, is made and executed between David Hovey and Krista Hovey, as Tenants by the Entirety, whose address is 12418 Crossbill Drive, Klamath Falls, OR 97601-8678 ("Grantor") and People's Bank of Commerce, whose address is Klamath Falls Branch, 210 Timbermill Drive, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 16, 2022 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 23, 2022 as Document No. 2022-007750 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:

Lot 1201, RUNNING Y RESORT, PHASE 13, TRACT 1429, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 3916 Murrelet Road, Klamath Falls, OR 97601. The Real Property tax identification number is 891224.

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

Extend maturity date to June 16, 2023.

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.

CROSS-COLLATERALIZATION AND CROSS-DEFAULT. This loan is to be cross-collateralized and cross-defaulted with all other loans to DaVinci Contracting LLC. A default under this loan can, at the Lender's option, be considered a default under all loans to DaVinci Contracting LLC; a default under any other loans to DaVinci Contracting LLC can, at the Lender's option, be considered a default under this loan.

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 MARCH 16, 2023.

GRANTOR:

X 
David Hovey

X 
Krista Hovey

LENDER:

PEOPLE'S BANK OF COMMERCE

X 
Bill Castle, Commercial Loan Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared David Hovey and Krista Hovey, 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 16th day of March, 2023.

By Samantha Jean Swaim
Notary Public in and for the State of Oregon

Residing at 210 Timbermill DR Klamath Falls OR 97601
My commission expires November 08, 2026

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 16th day of March, 2023, before me, the undersigned Notary Public, personally appeared Bill Castle and known to me to be the Commercial 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 Samantha Jean Swaim
Notary Public in and for the State of Oregon

Residing at 210 Timbermill DR Klamath Falls OR 97601
My commission expires November 08, 2026