

RECORDATION REQUESTED BY:

First Interstate Bank
Klamath Falls
421 South 7th Street
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

First Interstate Bank
Loan Operations
PO Box 31193
Billings, MT 59107

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 27, 2023, is made and executed between Leon Durham, as Trustee of the Leon Durham Revocable Living Trust under the provisions of a trust agreement dated April 25, 2014, whose address is 1436 LOOKOUT AVE, KLAMATH FALLS, OR 97601 ("Grantor") and First Interstate Bank, whose address is Klamath Falls, 421 South 7th Street, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 21, 2020 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded February 21 2020 as Instrument number 2020-002423 of Klamath County Official Records.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:

LOT 2 IN BLOCK 13 OF FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, 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 1436 LOOKOUT AVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-029CA-09800.

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

Extend maturity date to October 27, 2053; Increase loan amount to \$141,000.00 and change loan number from 117600683 to 100002487.

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 endorers 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.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

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 OCTOBER 27, 2023.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

x Leon O. Durham Trustee
LEON DURHAM, Trustee of LEON DURHAM REVOCABLE LIVING TRUST under
the provisions of a Trust Agreement dated April 25, 2014

LENDER:

FIRST INTERSTATE BANK

x Ashley Cardenas
Ashley Cardenas, Financial Services Representative

MODIFICATION OF DEED OF TRUST
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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OFFICIAL STAMP
ASHLEY R CARDENAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1030519

MY COMMISSION EXPIRES NOVEMBER 07, 2026

On this 27th day of October, 20 23, before me, the undersigned Notary Public, personally appeared LEON DURHAM, Trustee of LEON DURHAM REVOCABLE LIVING TRUST, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]

Residing at Klamath Falls, OR 97601

Notary Public in and for the State of Oregon

My commission expires Nov 7, 2026

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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OFFICIAL STAMP
PATRICIA L. HORTON
NOTARY PUBLIC - OREGON
COMMISSION NO. 996468
MY COMMISSION EXPIRES JANUARY 30, 2024

On this 31 day of October, 20 23, before me, the undersigned Notary Public, personally appeared Ashley Cardenas and known to me to be the Financial Services Representative, authorized agent for First Interstate Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Interstate Bank, duly authorized by First Interstate 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 First Interstate Bank.

By Patricia L. Horton

Residing at 314 S. 7th St. Klamath Falls

Notary Public in and for the State of Oregon

My commission expires 30 January 2024