

2024-003918

Klamath County, Oregon

05/17/2024 02:32:02 PM

Fee: \$92.00

## RECORDATION REQUESTED BY:

Plumas Bank Loan Servicing P.O. Box 210 Quincy, CA 95971

WHEN RECORDED MAIL TO:

Plumas Bank Loan Servicing P.O. Box 210 Quincy, CA 95971

SEND TAX NOTICES TO:

Melinda Cauvin

Loren C. Walch 2 6 800 Modertont Pu

Chiloquin, OR 97624

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 29, 2024, is made and executed between Melinda Cauvin, whose address is 8830 South Fork Little Butte Creek, Chiloquin, OR 97624 and Loren C. Walch, whose address is 26800 Modoc Point Road, Chiloquin, OR 97624, Not as Tenants in Common but with full rights of Survivorship ("Grantor") and PLUMAS BANK, whose address is KLAMATH FALLS - COMMERCIAL LOAN OFFICE, 107 SOUTH 7TH STREET, KLAMATH FALLS, OR 97603 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated December 15, 2017 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded December 28, 2017 as Instrument Number 2017-014730 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 26800 Modoc Point Road, Chiloquin, OR 97624. The Real Property tax identification number is 36S-7A-E-08, Tax Lot 100; 36S-7A-E-05, Tax Lot 700; 36S-7A-E-09, Tax Lot 600.

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

CHANGE IN THE TERM OF THE NOTE:

The term of the Note commences December 15, 2017 and ends on March 10, 2027.

**RE-STATE CROSS DEFAULT PROVISION:** 

CROSS DEFAULT. In addition to the Events of Default described herein, should Borrower be in default for any reason on any obligations of Borrower to Lender, including without limitation Loan 516700293, such default shall constitute a default entitling Lender to the remedies set forth herein and as provided by law, in addition to Lender's rights to recourse to any collateral securing the Note and/or Indebtedness.

**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

AMERITITLE has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 516700304

Page 2

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 APRIL 29, 2024.

**GRANTOR:** 

Melinda Cauvin

Loren C. Walch

LENDER:

PLUMAS BANK

Authorized Officer

## MODIFICATION OF DEED OF TRUST (Continued)

| Loan No: 516700304   | (Continued)   | Page 3   |
|--|---|--|
|  | INDIVIDUAL ACKNOWLEDGMENT   |  |
| STATE OF PMUND   | 1   | -  |
| COUNTY OF  | ) ss<br>)   | COUNSE OF STATES AND COUNSE OF SUBSECTION OF |
| walch, to me known to be the indi  | rsigned Notary Public, personally appeared ividuals described in and who executed the the Modification as their free and voluntary      | Melinda Cauvin and Loren C. Modification of Deed of Trust  |
| Giver under my hand and official se  | 11 Hh   | act and deed, for the uses and   |
| Notary Rublic in and for the State of  | Residing at SUS  My commission expi   | ires 7. U-7025.  |
|  |   |  |
|  | LENDER ACKNOWLEDGMENT   |  |
| COUNTY OF COUNTY OF  |   | OFFICIAL STAMP EATHER ANNE SCIURBA NOTARY PUBLIC-OREGON COMMISSION NO. 1019080 OMMISSION EXPIRES NOVEMBER 21, 2025   |
| On this day _c<br>Notary Public, personally appeared<br>Q authorized agent for | PLUMAS BANK that executed the within  | before me, the undersigned me to be the vice and foregoing instrument and  |
| PLUMAS BANK through its board o  | of the free and voluntary act and deed of PLUI<br>of directors or otherwise, for the uses and published to execute this said instrument | MAS BANK, duly authorized by   |
| & LECULO   | Residing at   | nath falls of.   |
| Notary Public in and for the State of  | My commission expir   | res  |