

**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 July 18, 2024, is made and executed between DANIEL G HOUGLUM, TRUSTEE AND NANCY M HOUGLUM, TRUSTEE IN THEIR CAPACITIES AS TRUSTEES OF THE HOUGLUM FAMILY TRUST DATED JULY 25, 2019 WHOSE ADDRESS IS 7806 CANNON AVE, KLAMATH FALLS, OR 97603 ("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 October 31, 2023 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

**RECORDED ON NOVEMBER 07, 2023 AS INSTRUMENT #2013-009592, 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 40, SKYLINE VIEW ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 7806 CANNON AVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3910-006CB-03600.

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

**INCREASE LOAN AMOUNT TO \$146,000.00 AND EXTEND MATURITY DATE TO JULY 18, 2054.**

**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 JULY 18, 2024.**

MODIFICATION OF DEED OF TRUST  
(Continued)

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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 [Signature] Trustee  
DANIEL G HOUGLUM, Trustee of THE HOUGLUM FAMILY TRUST DATED JULY 25, 2019 under the provisions of a Trust Agreement dated July 25, 2019

X [Signature] Trustee  
NANCY M HOUGLUM, Trustee of THE HOUGLUM FAMILY TRUST DATED JULY 25, 2019 under the provisions of a Trust Agreement dated July 25, 2019

LENDER:

FIRST INTERSTATE BANK

X [Signature]  
Ashley Cardenas, Financial Services Representative

TRUST ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Hamilton

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

MY COMMISSION EXPIRES NOVEMBER 07, 2026

On this 18 day of July, 20 24, before me, the undersigned Notary Public, personally appeared DANIEL G HOUGLUM, Trustee of THE HOUGLUM FAMILY TRUST DATED JULY 25, 2019, 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 421 S 7 KFO 97601

Notary Public in and for the State of Oregon

My commission expires 11/7/26

MODIFICATION OF DEED OF TRUST  
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Oregon

)  
) SS

COUNTY OF Klamath



OFFICIAL STAMP  
ASHLEY R CARDENAS  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1030519  
MY COMMISSION EXPIRES NOVEMBER 07, 2026

On this 18 day of July, 20 24, before me, the undersigned Notary Public, personally appeared NANCY M HOUGLUM, Trustee of THE **HOUGLUM FAMILY TRUST DATED JULY 25, 2019**, 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]  
Notary Public in and for the State of Oregon

Residing at 421 S 7th St Klamath Falls  
My commission expires 11/7/26

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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) SS

COUNTY OF Klamath



On this 22 day of July, 20 24, 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  
Notary Public in and for the State of Oregon

Residing at 314 S. 7th St. Klamath Falls  
My commission expires 18 January 2028