



**2024-010585**

**Klamath County, Oregon**

12/06/2024 01:44:02 PM

Fee: \$107.00

**RECORDATION REQUESTED BY:**

**TRI COUNTIES BANK  
Chico Commercial  
780 Mangrove Avenue  
Chico, CA 95926**

**WHEN RECORDED MAIL TO:**

**Tri Counties Bank  
Corporate Headquarters  
63 Constitution Drive  
Chico, CA 95973**

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated **October 22, 2024**, is made and executed between **Todd L. Martin and Pennie K. Martin**, whose address is **1350 Hartnell Avenue, Redding, CA 96002** ("Grantor") and **TRI COUNTIES BANK**, whose address is **Chico Commercial, 780 Mangrove Avenue, Chico, CA 95926** ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 16, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

**Recorded May 22, 2014, in the Klamath County recorder's office as Document Number 2014-005495, as modified by a Modification of Deed of Trust dated June 20, 2019, recorded June 27, 2019, in the Klamath County recorder's office as Document Number 2019-007239.**

**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 **4665 Marsh Hawk Drive, Klamath Falls, OR 97601**. The Real Property tax identification number is **883716**.

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

**1. Extend maturity date of the Note from May 16, 2024 to May 16, 2029.**

**2. NOTICE OF CHANGE IN BORROWER.** The definition of the "Borrower" is amended from **Todd L. Martin, Individually, and Pennie K. Martin, Individually** to **Todd L. Martin, Individually, Pennie K. Martin, Individually and Todd L. Martin and Pennie K. Martin, Trustees of Martin Family Revocable Living Trust**, under the terms of the Change in Terms Agreement dated June 20, 2019.

**3. NOTICE OF ADDITIONAL ADVANCE UNDER DEED OF TRUST**

Notice is hereby given that Borrower has on this day borrowed and received from Lender, on the security of the Deed of Trust, the additional sum of **\$102,700.00**, increasing the amount of the Note from **\$157,300.00** to **\$260,000.00**, under the terms of the Change in Terms of even date herewith.


**4. Note.** The term the "Note" shall mean that certain Promissory Note, dated May 16, 2014, in the original principal amount of **\$108,500.00** as amended by that certain Change in Terms Agreement dated June 20, 2019 and that certain Change in Terms Agreement dated October 22, 2024, that will be executed contemporaneously with this

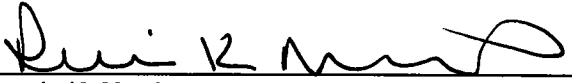
Modification of Deed of Trust. The Maturity Date of the Note as amended is May 16, 2029.

**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.

**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 22, 2024.**

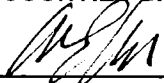
**GRANTOR:**

x   
\_\_\_\_\_  
Todd L. Martin

x   
\_\_\_\_\_  
Pennie K. Martin

**LENDER:**

**TRI COUNTIES BANK**

x   
\_\_\_\_\_  
Authorized Officer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Butte )

On this day before me, the undersigned Notary Public, personally appeared **Todd L. Martin and Pennie K. Martin**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State  
of \_\_\_\_\_

My commission  
expires \_\_\_\_\_

See Attached California Acknowledgment

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### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **TRI COUNTIES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TRI COUNTIES BANK**, duly authorized by **TRI COUNTIES 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 **TRI COUNTIES BANK**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State  
of \_\_\_\_\_

My commission  
expires \_\_\_\_\_

See Attached California Acknowledgment

# ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Butte }

On 12-4-2024 before me, Melissa McMurray, notary public  
(Here insert name and title of the officer)

personally appeared Todd L. Martin & Pennie K. Martin,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa McMurray  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Modification Deed of  
(Title or description of attached document)

Trust  
(Title or description of attached document continued)

Number of Pages 2 Document Date 10/22/24

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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State of California }

County of Butte }

On 12-4-2024 before me, Melissa McMurray, notary public  
(Here insert name and title of the officer)

personally appeared Maex L. Edwards  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa McMurray  
Notary Public Signature

(Notary Public Seal)



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(Title or description of attached document continued)

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(Title)

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