

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 January 22, 2025, is made and executed between **MICHAEL R LONG**, whose address is 3631 HOMEDALE RD, 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 March 5, 2020 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded March 11, 2020, Instrument No. 2020-003067, Klamath County, Oregon.

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

BEGINNING AT A STAKE ON THE WESTERLY LINE OF TRACT #25, HOMEDALE, KLAMATH COUNTY, OREGON, WHICH IS SOUTH 0 DEGREES 20 MINUTES WEST 128.5 FEET FROM THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 20 MINUTES WEST 145.9 FEET; THENCE SOUTH 48 DEGREES 44 MINUTES EAST 326.2 FEET; THENCE NORTH 26 DEGREES 30 MINUTES EAST 94.4 FEET; THENCE NORTH 46 DEGREES 1 MINUTES WEST 398.1 FEET TO THE PLACE OF BEGINNING, BEING A PORTION OF TRACTS TWENTY-FOUR (24) AND TWENTY FIVE (25), HOMEDALE, KLAMATH COUNTY, OREGON, ACCORDING TO THE DULY RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK FOR AND IN SAID COUNTY AND STATE.

The Real Property or its address is commonly known as 3631 HOMEDALE RD, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-011AD-04100.

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

Credit limit is increased to **\$90,000.00**.

Maturity date is extended to **January 22, 2055**.

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.

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

MODIFICATION OF DEED OF TRUST
(Continued)

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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 JANUARY 22, 2025.

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 
MICHAEL R LONG


LENDER:

FIRST INTERSTATE BANK

X 
Ashley Cardenas, Financial Services Representative


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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

On this day before me, the undersigned Notary Public, personally appeared MICHAEL R LONG, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of January, 2025.

By 

Residing at 421 57 KFO 97001

Notary Public in and for the State of Oregon

My commission expires Nov 7, 2026

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LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 27 day of January, 20 25, 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 Horton
Notary Public in and for the State of Oregon

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

