2025-002515

Klamath County, Oregon

04/08/2025 09:06:01 AM

Fee: \$92.00

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 March 31, 2025, is made and executed between RONALD DUPUIS and KELLY DUPUIS, as tenants by the entirety, whose address is 10071 E LANGEL VALLEY RD, Bonanza, OR 97623 ("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 April 12, 2022 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded April 18, 2022, as Instrument Number 2022-004922, in Klamath County, OR.

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

THE WEST 1/2 OF THE NORTHWEST 1/4 LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF THE USBR CANAL, IN SECTION 36, TOWNSHIP 39 SOUTH RANGE 12, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 10071 E LANGEL VALLEY RD, Bonanza, OR 97623. The Real Property tax identification number is 594967.

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

Increase Maximum Credit to \$175,000.00 and Extend Maturity Date to March 31, 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 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 MARCH 31, 2025.

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 RONALD DUPUIS

X KELLYBUPUIS

LENDER:

FIRST INTERSTATE BANK

X Ashley Cardenas, Financial Services Representative

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OFFICIAL STAMP ASHLEY R CARDENAS NOTARY FINANCE DEEGON COMMISSION NO. 1030519

MY COMMISSION NO. 1030519

MY COMMISSION EXPRESS NOVEMBER 07, 2026

On this day before me, the undersigned Notary Public, personally appeared RONALD DUPUIS and KELLY DUPUIS, 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 day of 2025.

Notary Public in and for the State of

My commission expires_

MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF Oregon)
) SS
COUNTY OF Klamath)
On this	nk that executed the within and foregoing instrument voluntary act and deed of First Interstate Bank, duly of directors or otherwise, for the uses and purposes authorized to execute this said instrument and in fact

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