

RECORDATION REQUESTED BY:  
Sterling Savings Bank  
Klamath Falls Commercial Banking Center  
540 Main St  
Klamath Falls, OR 97601

2007-012563  
Klamath County, Oregon



07/16/2007 11:21:30 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:  
Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210

SEND TAX NOTICES TO:  
WILLIAM SHANNON HAMILTON  
2023 BENSON AVE  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

bt - 07-277

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 13, 2007, is made and executed between between WILLIAM S. HAMILTON ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 15, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 21, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE #M05-64776.

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

See the exhibit or other description document 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 24470 MODOC POINT RD, CHILOQUIN, OR 97624. The Real Property tax identification number is 323126.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JULY 13, 2007 IN THE PRINCIPAL AMOUNT OF \$100,000.00(WITH A MATURITY DATE OF MAY 15, 2019) .

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 endorser 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.

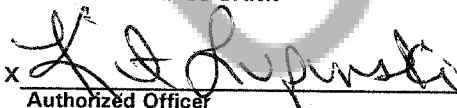
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 13, 2007.

GRANTOR:

x   
WILLIAM SHANNON HAMILTON

LENDER:

STERLING SAVINGS BANK

x   
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared WILLIAM SHANNON HAMILTON, 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 13 day of July, 20 07  
By Jana Du Bose Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 2/19/11

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS  
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On this 13 day of July, 20 07, before me, the undersigned Notary Public, personally appeared Officer Pit Lupinski and known to me to be the Commercial Lending authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Janae DuBose  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires 2/19/11

Unofficial Copy