

WTC 1396-99117

2008-013830

Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Campus
2420 Dahlia St
Klamath Falls, OR 97601



00054390200800138300030036

10/07/2008 03:41:35 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:

SHIRLEY F HILYARD
6850 HILYARD AVE
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 6, 2008, is made and executed between SHIRLEY F HILYARD ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Campus, 2420 Dahlia St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 4, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 7, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE NO. 2007-008203.

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 4036 S 6TH ST, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3909-003DA-00500-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED OCTOBER 6, 2008 IN THE PRINCIPAL AMOUNT OF \$150,000.00 WITH A MATURITY DATE OF OCTOBER 5, 2018.

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.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

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 6, 2008.

GRANTOR:

X Shirley F Hilyard
SHIRLEY F HILYARD

LENDER:

STERLING SAVINGS BANK

X Carmen Babcock
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

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) SS

COUNTY OF KLAMATH

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On this day before me, the undersigned Notary Public, personally appeared SHIRLEY F HILYARD, 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 7th day of October, 2008.

By Carmen Babcock Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon My commission expires 5/4/2010

31amt

LENDER ACKNOWLEDGMENT

STATE OF OREGON

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COUNTY OF KLAMATH

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On this 7th day of October, 2008, before me, the undersigned Notary Public, personally appeared Carmen Babcock and known to me to be the loan officer, authorized agent for Sterling Savings Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Sterling Savings Bank, duly authorized by Sterling Savings 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 Sterling Savings Bank.

By [Signature]

Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon

My commission expires 1-21-2011

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is South 55.03 feet and South 89° 14' West 298 feet from the quarter section corner common to Sections 2 and 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said point also being 53 feet South of (when measured at right angles to) the relocated center line of the Klamath Falls-Malin Highway; thence continuing South 89° 14' West a distance of 132 feet; thence South 0° 30' 30" East a distance of 137 feet; thence North 89° 58' 30" East a distance of 132 feet; thence North 0° 30' 30" West a distance of 137 feet to the point of beginning.

AMERITITLE, has recorded this
Instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.
