

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

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

SEND TAX NOTICES TO:
DANNY R ALLEN
CYNTHIA L ALLEN
2958 HOPE ST
KLAMATH FALLS, OR 97603

2009-004021
Klamath County, Oregon



03/20/2009 11:29:38 AM

Fee: \$26.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1st 1326219

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 5, 2009, is made and executed between DANNY R ALLEN and CYNTHIA L ALLEN, AS TENANTS BY THE ENTIRETY ("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 March 3, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MARCH 3, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE NO. M06-03996.

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 5113 S 6TH ST, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R513386.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED MARCH 5, 2009 IN THE PRINCIPAL AMOUNT OF \$313,207.03.

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 MARCH 5, 2009.

GRANTOR:

X
DANNY R ALLEN

X
CYNTHIA L ALLEN

LENDER:

STERLING SAVINGS BANK

X
Authorizing 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 DANNY R ALLEN, 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 18 day of March, 2009.

By

Residing at Klamath

Notary Public in and for the State of Oregon

My commission expires 11/7/09

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 9001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath



On this day before me, the undersigned Notary Public, personally appeared CYNTHIA L ALLEN, 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 18 day of March, 20 09.

By

Residing at

Notary Public in and for the State of

Oregon

My commission expires

11/1/09

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath



On this 15th day of March, 20 09, before me, the undersigned Notary Public, personally appeared Berhanis Helwan and known to me to be the Commercial Banker 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

Residing at

Notary Public in and for the State of

Oregon

My commission expires

July 5, 2010