

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Main
540 Main St
Klamath Falls, OR 97601



00064387200900053150020024

04/16/2009 03:10:38 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2224
Spokane, WA 99210

C 052

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 16, 2009, is made and executed between TROY L WHITTON and THETA M WHITTON, TRUSTEES OF THE WHITTON REVOCABLE LIVING TRUST, DATED JULY 7, 2007 ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 3, 2008 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED NOVEMBER 4, 2008 UNDER KLAMATH COUNTY AUDITOR'S FILE # 2008-014935.

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

PARCEL 2 LAND PARTITION 1-05, SITUATED IN SE 1/4 NW 1/4 OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 805 N HWY 422, CHILOQUIN, OR 97624. The Real Property tax identification number is MP TL # R-3407-034B0-01100-000.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED APRIL 16, 2009 IN THE PRINCIPAL AMOUNT OF \$60,000.00 WITH A MATURITY DATE OF APRIL 16, 2039.

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 APRIL 16, 2009.

GRANTOR:

THE WHITTON REVOCABLE LIVING TRUST

By: Troy L. Whitton
TROY L WHITTON, Trustee of THE WHITTON
REVOCABLE LIVING TRUST

By: Theta M. Whitton
THETA M WHITTON, Trustee of THE WHITTON
REVOCABLE LIVING TRUST

LENDER:

STERLING SAVINGS BANK

X [Signature]
Authorized Officer

TRUST ACKNOWLEDGMENT

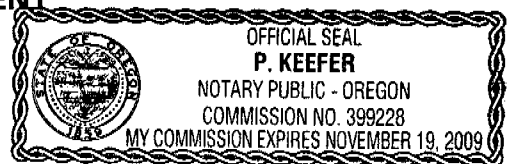
STATE OF Oregon

COUNTY OF Klamath

On this 16th day of April, 2009, before me, the undersigned Notary Public, personally appeared TROY L WHITTON, Trustee of THE WHITTON REVOCABLE LIVING TRUST and THETA M WHITTON, Trustee of THE WHITTON REVOCABLE LIVING TRUST, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon
My commission expires November 19, 2009



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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 16th day of April, 20 09, before me, the undersigned Notary Public, personally appeared Pamela Keefe and known to me to be the Personal 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 Heidi Anderson
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR
My commission expires 2/19/12