

2009-014311
Klamath County, Oregon

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



11/06/2009 11:43:58 AM

Fee: \$47.00

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

1st 674046

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 5, 2009, is made and executed between WILLIAM SHANNON HAMILTON, whose address is 2023 BENSON AVE, KLAMATH FALLS, OR 97601 ("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 #MO5-64776.

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.

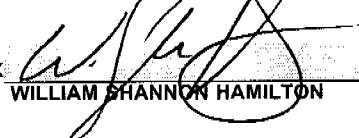
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED NOVEMBER 5, 2009 IN THE PRINCIPAL AMOUNT OF \$150,000.00 WITH A MATURITY DATE OF NOVEMBER 15, 2020.

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.


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 NOVEMBER 5, 2009.

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 6th day of November, 2009.

By Catherine L. Ward

Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon

My commission expires July 5, 2010

F47-

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 6th day of November, 20 09, before me, the undersigned Notary Public, personally appeared Kit Lupinski 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 Catherine L. Ward Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires July 5, 2010

Exhibit A

Parcel 2 of Land Partition 12-96 situated in Government Lots 22 and 27, Section 15, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, filed in the office of the Klamath County Clerk May 3, 1996.

LESS AND EXCEPT the following:

A parcel of land situated in Government Lots 22 and 27, Section 15, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and further being described as a portion of Parcel Two, "Land Partition 12-96", and more particularly described as follows:

Beginning at a 5/8 inch pin marking the Northeast corner of Parcel One of said Land Partition 12-96, from which the Southwest corner of "Madoc Point A Townsite" bears South 05° 32' 00" East 400.00 feet; thence from said point of beginning along the East line of said Parcel Two, North 05° 32' 00" West 68.47 feet to a 5/8 inch pin; thence along the North line of said Parcel Two North 71° 51' 00" West 90.20 feet to a 5/8 inch pin; thence South 18° 09' 00" West 42.15 feet to a 5/8 inch pin; thence South 05° 32' 00" East 56.46 feet to a 5/8 inch pin marking the Northwest corner of said Parcel One; thence along the North line of said Parcel One North 90° 00' 00" East 100.00 feet to the point of beginning, bearings based on "Land Partition 12-96".