

UTC 1396-9928

2010-002031  
Klamath County, Oregon

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



00079732201000020310020027

02/08/2010 03:24:59 PM

Fee: \$42.00

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

SEND TAX NOTICES TO:  
MATTHEW A STEWART  
DARCY K STEWART  
2725 OLD FORT RD  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 3, 2010, is made and executed between MATTHEW A STEWART AND DARCY K STEWART, 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, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MARCH 9, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE # VOL M05 PAGE 15713-720.

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

PARCEL 1: LOT 7 IN BLOCK 2 OF TRACT 1206, FIRST ADDITION TO NORTH HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 5626 - 32 GLENRIDGE WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3809-035AD-04000-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS:

NOTE DATED FEBRUARY 3, 2010 IN THE PRINCIPAL AMOUNT OF \$150,000.00 WITH A MATURITY DATE OF JANUARY 28, 2021.

The word "Borrower" now means MATTHEW A STEWART, GARY L STEWART, DARCY K STEWART and LISA M STEWART and includes all co-signers and co-makers signing the note.

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 FEBRUARY 3, 2010.

GRANTOR:

x Matthew A Stewart  
MATTHEW A STEWART

x Darcy K Stewart  
DARCY K STEWART

LENDER:

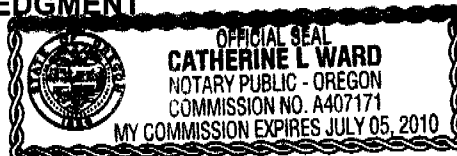
STERLING SAVINGS BANK

x [Signature]  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared MATTHEW A STEWART, 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 8th day of February, 2010.  
By Catherine L Ward Residing at Klamath Falls, OR  
Notary Public in and for the State of Oregon My commission expires July 5, 2010

AMERITITLE, has recorded this instrument by request as an accommodation 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.

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **DARCY K STEWART**, 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 8th day of February, 20 10.

By Catherine L. Ward Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon My commission expires July 5, 2010

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 8th day of February, 20 10, before me, the undersigned Notary Public, personally appeared Bethanie Halvorsen 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