

WTC 8.70910-MS

2010-003049

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00080953201000030490040042

03/08/2010 03:20:27 PM

Fee: \$52.00

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 2, 2010, is made and executed between DANIEL HAWKINS and JEANNETTE HAWKINS. AS TENANTS BY THE ENTIRETY ("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 July 11, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JULY 15, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE VOL: M05 PAGE: 54304-10.

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 4006 TWIN PINES LN, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3910-009C0-01300-000.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED JULY 11, 2005 IN THE PRINCIPAL AMOUNT OF 159,000.00 WITH A MATURITY DATE ON THE DEED OF 12/15/2045.

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 MARCH 2, 2010.

GRANTOR:

X [Signature]
DANIEL HAWKINS

X [Signature]
JEANNETTE HAWKINS

LENDER:

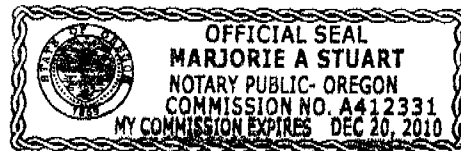
STERLING SAVINGS BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OR
COUNTY OF Klamath

)
) SS
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On this day before me, the undersigned Notary Public, personally appeared DANIEL HAWKINS and JEANNETTE HAWKINS, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of March 20 10
By [Signature]
Notary Public in and for the State of OR

Residing at Klamath Falls OR
My commission expires 12/20/10

521mf

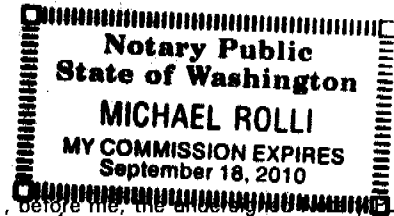
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 600912097

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LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) SS
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On this 2ND day of MARCH, 20 10, before me, the undersigned Notary Public, personally appeared MARY J. MANGUM and known to me to be the Lending Prod. Spec. II, 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 Michael Rolli Residing at SPOKANE
Notary Public in and for the State of WA My commission expires 9/18/2010

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land called 2A (see R.O.S. #1010) located in the West 1/2 of the NE1/4 of the SW1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as thus:

Beginning at a 1/2 inch iron pin located South 0 degrees 21' West 449.17 feet from the center West 1/16 corner of Section 9; thence South 89 degrees 20 1/2' East 327.85 feet, more or less the NW corner of that parcel conveyed to Donald Dunn, et al, by deed recorded in Volume M75, page 9214, Microfilm Records of Klamath County, Oregon; thence South 0 degrees 16 1/2' West 447.86 feet to a point; thence North 89 degrees 34' West 328.50 feet to a 1/2 inch iron pin; thence North 0 degrees 21' East 449.17 feet to the point of beginning.

EXCEPTING THEREFROM the North 224 feet, as measured parallel to the North line thereof.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities upon, along and across the following described parcel of land situated in Klamath County, Oregon, to wit:

A strip of land 60 feet in width, being 30 feet at right angles from and on either side of the following described centerline: Beginning at the Northwest corner of the NE1/4 SW1/4, Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence South 89 degrees 07' East 327.2 feet; thence South 0 degrees 16' West 1343.58 feet to the South line of said NE1/4 SW1/4 of said Section 9.

LINE OF CREDIT CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$159,000.00	03-02-2010		600912097				

References in the boxes above are for our use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: DANIEL HAWKINS
JEANNETTE HAWKINS
4006 TWIN PINES LN
KLAMATH FALLS, OR 97603

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

CREDIT LIMIT: \$159,000.00

DATE OF AGREEMENT: March 2, 2010

Description of Existing Indebtedness. THIS DOCUMENT IS MADE A PART OF THE LINE OF CREDIT AGREEMENT DATED JULY 11, 2005 IN THE PRINCIPAL AMOUNT OF \$230,000.00.

Description of Change In Terms. THE MAXIMUM AMOUNT THAT BORROWER MAY ADVANCE UNDER THE NOTE SHALL BE DECREASED TO AN AMOUNT OF \$159,000.00.

Continuing Validity. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by us to this Agreement does not waive our right to strict performance of the obligation(s) as changed, nor obligate us to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of us to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by us in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to us that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

Acknowledgment and Amendments. You understand and agree to the terms and conditions in this Agreement. You acknowledge that, subject to applicable laws, we have the right to change the terms and conditions of the Credit Line program. If we change the Periodic Rate and subsequent new credit advances are made under this Agreement, the entire balance will be subject to the new rates. You also understand and agree that you may be subject to other agreements with us regarding transfer instruments or access devices which may access your Credit Line. Any person signing below may request a modification to this Agreement, and, if granted, the modification will be binding upon all signers. By signing this Agreement, you acknowledge that you have read this Agreement.

BORROWER:

x 
DANIEL HAWKINS

x 
JEANNETTE HAWKINS