

2010-008022

Klamath County, Oregon

## RECORDATION REQUESTED BY:

Sterling Savings Bank  
Klamath Falls Commercial Banking Center  
540 Main St  
Klamath Falls, OR 97601



00086752201000080220020020

07/01/2010 03:15:22 PM

Fee: \$42.00

## WHEN RECORDED MAIL TO:

Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210

## SEND TAX NOTICES TO:

NABIL M TAHA  
STARLETTA JANE TAHA  
250 MAIN STREET  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Courtesy

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 28, 2010, is made and executed between NABIL M TAHA and STARLETTA JANE TAHA, 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 14, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MARCH 17, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #M0604871.

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

LOT 7 IN BLOCK 34 OF ORIGINAL TOWN OF KLAMATH FALLS (FORMERLY LINKVILLE) OREGON, EXCEPT 20 FEET OFF THE SOUTHEASTERLY END OF SAID LOT USED AS AN ALLEY, 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 230-276 MAIN STREET, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 476265.

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

## TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS:

NOTE DATED JUNE 28, 2010, AS AMENDED, IN THE AMOUNT OF \$778,015.94.

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 endorers 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 JUNE 28, 2010.

GRANTOR:

x Nabil M Taha  
NABIL M TAHA

x Starletta Jane Taha  
STARLETTA JANE TAHA

LENDER:

STERLING SAVINGS BANK

x K. J. Linski  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OregonCOUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared NABIL M TAHA, 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 1st day of July, 20 10.

By Catherine L. WardResiding at Klamath Falls, ORNotary Public in and for the State of OregonMy commission expires July 5, 2010

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9002

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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 **STARLETTA JANE TAHA**, 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 1st day of July, 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 1st day of July, 20 10, before me, the undersigned Notary Public, personally appeared Kit Luagski 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