

2010-011203

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00090566201000112030020029

WHEN RECORDED MAIL TO:

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

09/21/2010 11:20:56 AM

Fee: \$42.00

1st 1231281

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 17, 2010, is made and executed between LYLE J ARCHIBALD and DEBRA R ARCHIBALD, HUSBAND AND WIFE ("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 August 24, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED AUGUST 27, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE #2007015141.

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

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN KLAMATH COUNTY, OREGON: BEGINNING AT THE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 39 SOUTH, RANGE 9 E.W.M.; THENCE SOUTH 89 DEGREES 16 MINUTES 50 SECONDS WEST 31.3 FEET TO AN IRON PIN REFERENCE MONUMENT IN THE EXISTING WESTERLY STATE HIGHWAY RIGHT OF WAY FENCE; THENCE SOUTH 89 DEGREES 16 MINUTES 50 SECONDS WEST ALONG AN OLD EXISTING FENCE GENERALLY ACCEPTED BY ADJACENT LANDOWNERS AS MARKING THE SECTION LINE 838.8 FEET TO AN IRON PIN REFERENCE MONUMENT; THENCE SOUTH 89 DEGREES 16 MINUTES 50 SECONDS WEST 20.0 FEET TO THE EXISTING CENTERLINE OF THE U.S.B.R. #A-7 LATERAL AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED; THENCE FOLLOWING THE EXISTING CENTERLINE OF THE A-7 LATERAL NORTH 49 DEGREES 18 MINUTES WEST 454.5 FEET, NORTH 2 DEGREES 18 MINUTES EAST 299.1 FEET, NORTH 11 DEGREES 31 MINUTES EAST 205.3 FEET, NORTH 31 DEGREES 32 MINUTES 10 SECONDS EAST 157.6 FEET, NORTH 43 DEGREES 06 MINUTES 10 SECONDS EAST 158.1 FEET, AND NORTH 48 DEGREES 09 MINUTES 50 SECONDS EAST 426.6 FEET TO A POINT ON THE SOUTHERLY BOUNDARY, AS EXTENDED, OF THAT PARCEL OF LAND CONVEYED AT PAGE 8438 OF VOLUME M67, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE FOLLOWING THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND SOUTH 52 DEGREES 00 MINUTES 30 SECONDS EAST 114.9 FEET, SOUTH 69 DEGREES 22 MINUTES EAST 147.5 FEET, SOUTH 76 DEGREES 30 MINUTES 30 SECONDS EAST 237.35 FEET, AND SOUTH 81 DEGREES 31 MINUTES EAST 216.0 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SECTION 24, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH ALONG SAID EASTERLY SECTION BOUNDARY, 1109.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 7450 HIGHWAY 39, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 582907.

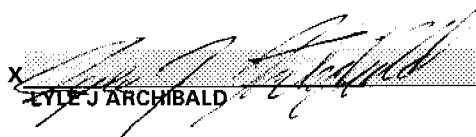
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

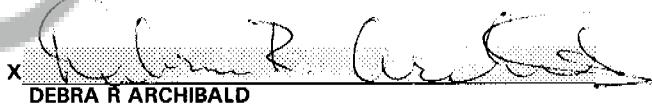
TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED AUGUST 24, 2007 IN THE NEW PRINCIPAL AMOUNT OF \$65,000.00 WITH A MATURITY DATE OF SEPTEMBER 20, 2037.

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 SEPTEMBER 17, 2010.

GRANTOR:


X LYLE J ARCHIBALD


X DEBRA R ARCHIBALD

LENDER:

STERLING SAVINGS BANK


X Mary J. Mangan
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 601102474

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Washington

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On this day before me, the undersigned Notary Public, personally appeared **LYLE J ARCHIBALD and DEBRA R ARCHIBALD**, 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 20th day of September, 2010.
By Sarah Kness
Notary Public in and for the State of Oregon

Residing at 404 Main St, Klamath Falls, OR 97601
My commission expires 10/16/2010

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF SPOKANE

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) SS
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On this 17th day of SEPTEMBER, 2010 before me, the undersigned Notary Public, personally appeared MARY J. MANGUM and known to me to be the Lending Prod. Specialist, 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 Roll
Notary Public in and for the State of WA

Residing at SPOKANE
My commission expires 9/18/2010

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Unnotarized
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