

UTC 88508-DS

2010-011678
Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank
Merrill
206 E Front St
Merrill, OR 97633



10/01/2010 03:29:43 PM

Fee: \$42.00

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 September 24, 2010, is made and executed between JOHN L MILES, JR and TERESA M MILES, NOT AS TENANTS IN COMMON, BUT WITH RIGHTS OF SURVIVORSHIP ("Grantor") and Sterling Savings Bank, whose address is Merrill, 206 E Front St, Merrill, OR 97633 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 10, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 12, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE #2007-000649.

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

LOTS 7 AND 8 IN BLOCK 13, STEWART, 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 3107 CORTEZ ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R535914.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MARCH 20, 2008 IN THE NEW PRINCIPAL AMOUNT OF \$35,000.00 WITH A MATURITY DATE OF MARCH 20, 2038.

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 24, 2010.

GRANTOR:

X [Signature]
JOHN L MILES, JR

X [Signature]
TERESA M MILES

LENDER:

STERLING SAVINGS BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

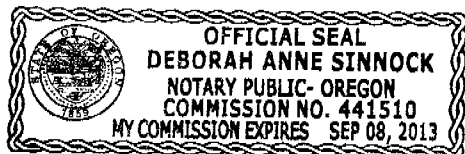
STATE OF OR)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared JOHN L MILES, JR and TERESA M MILES, 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 27th day of Sept., 2010.

By [Signature] Residing at Klamath Co.

Notary Public in and for the State of OR My commission expires 9-8-13



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MODIFICATION OF DEED OF TRUST
(Continued)

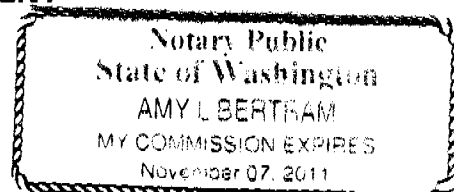
Loan No: 601060516

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LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF SPOKANE

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) SS
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On this 24TH day of SEPTEMBER, 20 10, 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 Amy Bertram Residing at Spokane
Notary Public in and for the State of Washington My commission expires Nov. 7, 2011