

1st 1659634

2011-000027

Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank  
Klamath Falls - Madison  
2300 Madison St  
Klamath Falls, OR 97603



00094781201100000270020025

01/03/2011 03:25:12 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 December 16, 2010, is made and executed between DANIEL LEE CULP and MARYLIN LEA CULP, as tenants by the entirety ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Madison, 2300 Madison St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 25, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 2, 2002 UNDER KLAMATH COUNTY AUDITOR'S VOL M02 PAGE 69868-73.

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

LOT 1 IN BLOCK 25 OF TRACT 1127-NINTH ADDITION TO SUNSET VILLAGE, 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 6715 VERDA VISTA DR , KLAMATH FALLS, OR 97603. The Real Property tax identification number is 567229.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 13, 2008 IN THE NEW PRINCIPAL AMOUNT OF \$72,800.00 WITH A MATURITY DATE OF FEBRUARY 13, 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 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.

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 DECEMBER 16, 2010.

GRANTOR:

x *Daniel Lee Culp*  
DANIEL LEE CULP

x *Marylin Lea Culp*  
MARYLIN LEA CULP

LENDER:

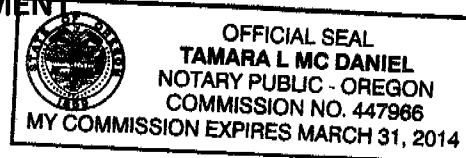
STERLING SAVINGS BANK

x *Mary J Mangum*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Oregon*  
COUNTY OF *Klamath*

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared DANIEL LEE CULP and MARYLIN LEA CULP, 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 *28* day of *December*, 20*10*.  
By *[Signature]* Residing at *Klamath County*  
Notary Public in and for the State of *Oregon* My commission expires *3/31/14*

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6011477438

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LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Spokane )

On this 16th day of December, 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 Michael E Rolli Residing at Spokane  
Notary Public in and for the State of WA My commission expires 9/18/2014

Notary Public  
State of Washington  
Michael E Rolli  
Commission Expires 09-18-2014