

REC 1396-10664
RECORDATION REQUESTED BY:
Sterling Savings Bank
Klamath Falls Commercial Banking Center
540 Main St
Klamath Falls, OR 97601

2011-011055
Klamath County, Oregon



10/04/2011 11:20:46 AM

Fee: \$42.00

WHEN RECORDED MAIL TO:
Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:
BRIAN S HOLLAND
LAINA M HOLLAND
4779 SOUTH SIXTH STREET
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 14, 2011, is made and executed between BRIAN S HOLLAND and LAINA M HOLLAND, 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 September 26, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED OCTOBER 19, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-021037.

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

PARCELS 1 AND 2 OF LAND PARTITION 67-05, SAID LAND PARTITION BEING A REPLAT OF LOTS 5, 8 AND THE N1/2 OF LOT 6 AS ADJUSTED BY PROPERTY LINE ADJUSTMENT 3-98, BLOCK 5 OF TRACT 1163 - CAMPUS VIEW, SITUATED IN THE SE1/4 NW1/4 OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as NKA, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R169178; R169249.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS:

THE MATURITY DATE SHALL BE EXTENDED TO SEPTEMBER 1, 2016.

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 endorser 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 SEPTEMBER 14, 2011.

GRANTOR:

x Brian Holland
BRIAN S HOLLAND

x Laina M Holland
LAINA M HOLLAND

LENDER:

STERLING SAVINGS BANK

x [Signature]
Authorized Officer

AMERITITLE, has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

429m

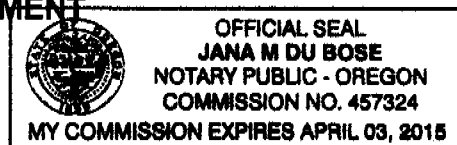
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 9001

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

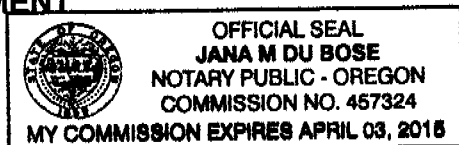


On this day before me, the undersigned Notary Public, personally appeared BRIAN S HOLLAND and LAINA M HOLLAND, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 4th day of October, 20 11.
By Jana M Du Bose Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires 4/3/2015

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 4th day of October, 20 11, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Jana M Du Bose Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires 4/3/2015