

WTC 91256-US

2011-011613

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00108785201100116130020023

10/17/2011 03:26:56 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 October 11, 2011, is made and executed between MARK A KNUST AND LINDA J KNUST, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO ("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 May 13, 2009 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 14, 2009 UNDER KLAMATH COUNTY AUDITOR'S FILE #2009-006801.

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

Lot 5 in Block 16 of EIGHTH 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 3833 LA MARADA WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 563287.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MAY 13, 2009 IN THE NEW PRINCIPAL AMOUNT OF \$21,400.00 (WITH A MATURITY DATE OF MAY 13, 2039).

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 OCTOBER 11, 2011.

GRANTOR:

THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO

By: *Mark A. Knust*  
TRUSTEE OF THE KNUST FAMILY TRUST  
DATED DECEMBER 16, 2009 AND ANY  
AMENDMENTS THERETO

By: MARK A KNUST, Trustee of THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO

By: *Linda J. Knust*  
LINDA J KNUST, Trustee of THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO

LENDER:

STERLING SAVINGS BANK

X *Kathy M. Clarke*  
Authorized Officer



MODIFICATION OF DEED OF TRUST  
(Continued)

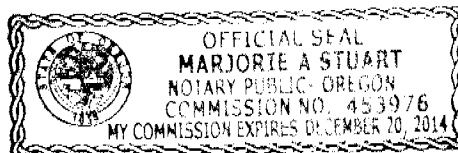
Loan No: 601243880

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TRUST ACKNOWLEDGMENT

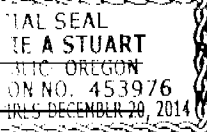
STATE OF OR  
COUNTY OF Klamath

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On this 12th day of Oct, 20 11, before me, the undersigned Notary Public, personally appeared **MARK A KNUST, Trustee of THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO and LINDA J KNUST, Trustee of THE KNUST FAMILY TRUST DATED DECEMBER 16, 2009 AND ANY AMENDMENTS THERETO**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

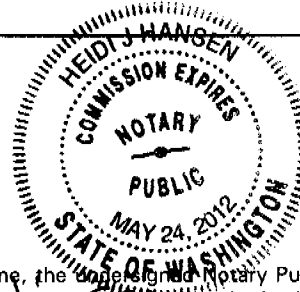
By MA Stuart Residing at Klamath Falls OR  
Notary Public in and for the State of OR My commission expires 12/20/14



LENDER ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Spokane

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On this 11th day of October, 20 11, before me, the undersigned Notary Public, personally appeared **Kathy M. Sturkel** and known to me to be the **Lending Production Spec** 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 Heidi J Hansen Residing at Spokane  
Notary Public in and for the State of WA My commission expires 5/24/12