

MC 1396-10990

RECORDATION REQUESTED BY:

Sterling Savings Bank dba Sterling Bank
Klamath Falls Commercial Banking Center
540 Main St
Klamath Falls, OR 97601

2012-013230

Klamath County, Oregon

11/29/2012 02:53:40 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:

RANDY D BOCCHI
SUZANNE E BOCCHI
6120 CHURCH HILL DRIVE
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 November 14, 2012, is made and executed between RANDY D BOCCHI, whose address is 6120 CHURCH HILL DRIVE, KLAMATH FALLS, OR 97603 and SUZANNE E BOCCHI, whose address is 6120 CHURCH HILL DRIVE, KLAMATH FALLS, OR 97603, HUSBAND AND WIFE ("Grantor") and Sterling Savings Bank dba Sterling 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 May 26, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JUNE 6, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE NO. 2008-001879.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as NKA, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3809-03600-00400-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: PROMISSORY NOTE DATED OCTOBER 25, 2012 IN THE PRINCIPAL AMOUNT OF \$233,948.00 WITH A MATURITY DATE OF OCTOBER 31, 2015.

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.

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 NOVEMBER 14, 2012.

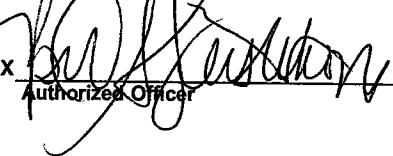
GRANTOR:

x 
RANDY D BOCCHI

x 
SUZANNE E BOCCHI

LENDER:

STERLING SAVINGS BANK DBA STERLING BANK

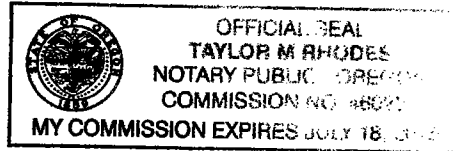
x 
Authorized Officer

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.

LR-ART

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

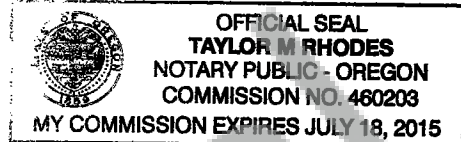


On this day before me, the undersigned Notary Public, personally appeared **RANDY D BOCCHI**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of November, 20 12.
By Jayla M. Rhodes Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires July 18, 2015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

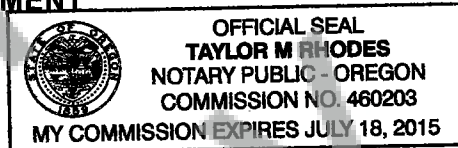


On this day before me, the undersigned Notary Public, personally appeared **SUZANNE E BOCCHI**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of November, 20 12.
By Jayla M. Rhodes Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires July 18, 2015

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 27 day of November, 20 12, before me, the undersigned Notary Public, personally appeared Suzanne S. Estrow and known to me to be the Commercial Banker, authorized agent for Sterling Savings Bank dba Sterling 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 dba Sterling Bank, duly authorized by Sterling Savings Bank dba Sterling 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 dba Sterling Bank.

By Jayla M. Rhodes Residing at 540 Main St, Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires July 18, 2015 97601