

RECORDATION REQUESTED BY:

Umpqua Bank
Klamath Falls - Campus
2420 Dahlia St
Klamath Falls, OR 97601

2014-010336

Klamath County, Oregon

10/06/2014 03:28:42 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

Umpqua Bank
Loan Support
PO Box 2224
Spokane, WA 99210

AmeriTitle
MTC 1396-11405

FOR RECORDER'S USE ONLY**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated October 1, 2014, is made and executed between **WILLIAM MILIMUKA**, whose address is 1790 QUAIL RIDGE DR, KLAMATH FALLS, OR 97601-1572 ("Grantor") and **Umpqua Bank**, whose address is Klamath Falls - Campus, 2420 Dahlia St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 7, 2011 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED APRIL 8TH, 2011 UNDER KLAMATH COUNTY AUDITOR'S FILE # 2011-004547.

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

LOT 11 IN BLOCK 2 OF TRACT 1263, QUAIL RIDGE SUBDIVISION, 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 1790 QUAIL RIDGE DR, KLAMATH FALLS, OR 97601-1572. The Real Property tax identification number is R872035.

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

AMENDED BENEFICIARY TO READ: UMPQUA BANK AS SUCCESSOR IN INTEREST BY MERGER TO STERLING SAVINGS BANK. TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 7TH, 2011 IN THE NEW PRINCIPAL AMOUNT OF \$90,500.00 WITH A MATURITY DATE OF APRIL 7TH, 2041.

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.

CROSS COLLATERALIZATION. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.


ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

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 1, 2014.

GRANTOR:

x 
WILLIAM MILIMUKA

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.

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 601295898

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LENDER:

UMPQUA BANK

Marike Morgan
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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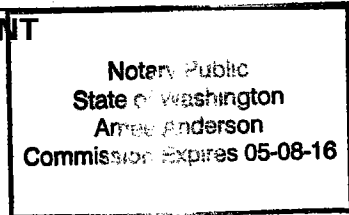
On this day before me, the undersigned Notary Public, personally appeared WILLIAM MILIMUKA, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 09th day of October, 20 14.
By Jenice M. Zupan Residing at Klamath / AmeriTitle
Notary Public in and for the State of Oregon My commission expires Jan. 03, 2018

LENDER ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Spokane

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On this 1st day of October, 20 14, before me, the undersigned Notary Public, personally appeared Marike Morgan and known to me to be the Lending Production Specialist authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Arnee Anderson Residing at Clayton
Notary Public in and for the State of Washington My commission expires 5/8/2016