

04 FEB 27 PM 1:53

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Main
540 Main St
Klamath Falls, OR 97601

Vol M04 Page 11492

State of Oregon, County of Klamath
Recorded 02/27/2004 1:53 p m
Vol M04 Pg 11492-93
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2224
Spokane, WA 99210

A 4054

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 26, 2004, is made and executed between THOMAS H HOSKINS, AN ESTATE IN FEE SIMPLE ("Grantor") and Sterling Savings Bank, Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 19, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 20, 2002 UNDER KLAMATH COUNTY AUDITOR'S FILE #53610, VOL M02, PG 53610-16.

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

A PORTION OF LOT 6 OF THE "400 SUBDIVISION", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF "400 SUBDIVISION"; THENCE SOUTH 89 34' EAST 35 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH PARALLEL WITH THE WEST LOT LINE OF SAID LOT 6, 480 FEET, THENCE EAST 742 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 36 30' EAST, 573 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 6, THENCE NORTH 89 34' WEST, 1055 FEET MORE OR LESS TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 5479 OLD MIDLAND RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R739703

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 26, 2004 IN THE PRINCIPAL AMOUNT OF \$80,500.00.

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.

MATURITY DATE. The maturity date of the Deed of Trust is December 15, 2045.

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 FEBRUARY 26, 2004.


This Notice is required by Oregon law. In this Notice the term "you" means the Grantor named above.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

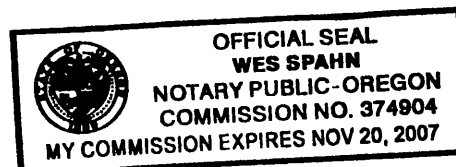
x 
THOMAS H HOSKINS, Individually

LENDER:

x 
Authorized Officer

26A

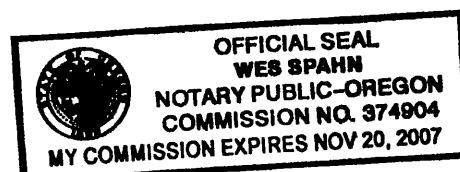
INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)

On this day before me, the undersigned Notary Public, personally appeared THOMAS H HOSKINS, 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 26TH day of FEBRUARY, 2004.
By [Signature] Residing at KLAMATH FALLS
Notary Public in and for the State of OREGON My commission expires 11/20/2007

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)

On this 26TH day of FEBRUARY, 2004, before me, the undersigned Notary Public, personally appeared TRACIE CHAMOTAN and known to me to be the OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at KLAMATH FALLS
Notary Public in and for the State of OREGON My commission expires 11/20/2007