**RECORDATION REQUESTED BY:** 

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

WHEN RECORDED MAIL TO:

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

'04 APR 29 AH11:00

State of Oregon, County of Klamath
Recorded 04/29/2004 11:00 A m
Vol M04 Pg 25920 -25927
Linda Smith, County Clerk
Fee \$ 210.00 # of Pgs 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASPEN FACTO MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 28, 2004, is made and executed between EUGENEA D CAMPBELL ("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 July 22, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JULY 23, 2002 UNDER KLAMATH COUNTY AUDITOR'S FILE #41505-41511.

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

A PORTION OF THE E 1/2 W 1/2 W 1/2 SE 1/4 NW 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE SAID E 1/2 W 1/2 SE 1/4 NW 1/4 OF SECTION 2, WHICH IS NORTH 88 57' EAST 330.02 FEET, AND THENCE NORTH 0 35' WEST, 513.8 FEET FROM THE SOUTHWEST CORNER OF THE SE 1/4 NW 1/4 OF SAID SECTION 2; THENCE NORTH 0 35' WEST, ALONG THE EAST BOUNDARY OF SAID E 1/2 W 1/2 W 1/2 SE 1/4 NW 1/4 A DISTANCE OF 75 FEET; THENCE SOUTH 89 25' WEST 135 FEET; THENCE SOUTH 0 35' EAST, 75 FEET; THENCE NORTH 89 25' EAST 135 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 2141 GETTLE ST, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R517890

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 28, 2004 IN THE PRINCIPAL AMOUNT OF 35,000.00.

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 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.

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 APRIL 28, 2004.

EDGENEA B CAMPBELY, IN MAGN.

LENDER:

X Authorizationican

INDIVIDUAL ACKNOWLEDGMENT

INDIVID	OAL ACKIDUAI	
e of Oreson	)	OFFICIAL SEAL TERESA M. MRLES NOTARY PUBLIC-OREGON
Slamath	) <b>5</b> 8 )	COMMISSION NO. 377305 MY COMMISSION EXPIRES FEB. 10, 2008

On this day before me, the undersigned Notary Public, personally appeared EUGENEA D CAMPBELL, 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 thereig mentioned.

Given under my land and official seal this 28 mg day of 2001.

By Drad My of Residing at Klama Dr. Jackson My commission expires 2-10-08

26.00

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Page 2

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 600793240

LENDER ACKNOWLEDGMENT		
STATE OF		)
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COUNTY OF		1
On this	day of	. 20 hefore me, the undersigned Notary Public neres
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voluntary act and dea	ed of the said Lender, duly authoriz	
voluntary act and de- therein mentioned, ar of said Lender.	ed of the said Lender, duly authoriz	id by the Lender through its board of directors or otherwise, for the uses and purp authorized to execute this said instrument and that the seel affixed is the corporate

