MT-65155

RECORDATION REQUESTED BY:

Sterling Savinge Bank Klamath Falls - Shaeta 2943 S Sixth St Klamath Falls, OR 97603

WHEN RECORDED MAIL TO:

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

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State of Oregon, County of Klamath
Recorded 06/10/2004 / 19:45 m
Vol M04 Pg 32/83
Linda Smith, County Clerk
Fee \$ 2/10 # of Pgs /

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated June 7, 2004, is made and executed between ROBERT R REINKE ("Grantor") and Sterling Savings Bank, Klemath Falls - Shasta, 2943 S Sixth St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 17, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 17, 2004 UNDER KLAMATH COUNTY AUDITOR'S FILE # VOLUME M04 PAGE 30539.

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

LOT 43 OF LAMRON HOMES, 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 5119 STURDIVANT AVE, KLAMATH FALLS, OR 97603. The Real Property tax

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JUNE 7, 2004 IN THE PRINCIPAL AMOUNT OF \$

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 perties, 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 JUNE 7, 2004.

ROBERT R REINKE

LENDER:

STERLING SAVINGS BANK

X Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

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Notary Public in and for the State of