

04 DEC 30 AM 10:59

MTT-13910-6568

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls Business Banking
540 Main St
Klamath Falls, OR 97601

Vol M04 Page 89466

State of Oregon, County of Klamath
Recorded 12/30/04 10:59 a m
Vol M04 Pg 89466-67
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

DONALD L PURIO
5249 BARTLETT AVE
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 December 27, 2004, is made and executed between DONALD L PURIO, TITLE VESTED AS DON PURIO, FEE SIMPLE ("Grantor") and Sterling Savings Bank, Klamath Falls Business Banking, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 15, 2003 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED ON JANUARY 21, 2003 UNDER KLAMATH COUNTY AUDITOR'S VOLUME NO. M03 PAGE 03784-91.

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

A portion of the NE 1/4 NE 1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the iron axle which marks the Northeast corner of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence West along the section line a distance of 529 feet to a point; thence South parallel to the East line of Section 24, to a point on the North right of way line of the U.S.R.S. Dixon Drain; thence Southeast following the North right of way line of the Dixon Drain to its intersection with the East line of Section 24; thence North along the East line of Section 24 to the point of beginning.

EXCEPT THEREFROM the East and North 30 feet of the subject property for road purposes, as referred to in Book 311 at Page 303, Deed Records of Klamath County, Oregon, recorded April 7, 1959.

ALSO LESS AND EXCEPT that portion deeded to Klamath County on April 2, 1987 in Book M87 at Page 5503.

The Real Property or its address is commonly known as 7350 SOUTHSIDE BYPASS, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3909-024AO-00100-000

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

THE MATURITY DATE SHALL BE EXTENDED TO DECEMBER 15, 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) AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWERS 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 DECEMBER 27, 2004.

GRANTOR:

X
DONALD L PURIO

LENDER:

STERLING SAVINGS BANK

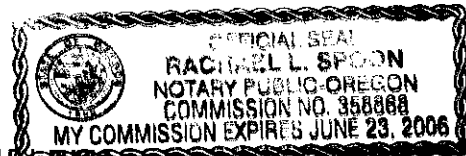
X
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared DONALD ~~SPORN~~ and known to me 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 28th day of December, 20 04.

By Rachael Spoon

Residing at 540 Main St, K Falls OR 97601

Notary Public in and for the State of Oregon

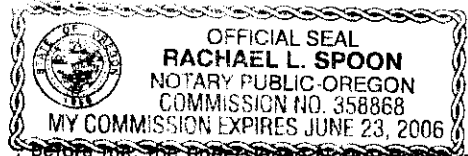
My commission expires 6-23-06

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 28th day of December, 20 04, before me, the undersigned Notary Public, personally appeared Bethanike Halvorsen and known to me to be the Business Banking Officer

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 Rachael Spoon

Residing at 540 Main St, K Falls OR 97601

Notary Public in and for the State of Oregon

My commission expires 6-23-06