

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Shasta
2943 S Sixth St
Klamath Falls, OR 97603

State of Oregon, County of Klamath
Recorded 05/18/05 3:18 P m
Vol M05 Pg 36182-83
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

aspen 6563

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 13, 2005, is made and executed between JUNIOR J BRYAN and JUDITH A BRYAN, AS TENANTS BY THE ENTIRETY ("Grantor") and Sterling Savings Bank, Klamath 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 June 9, 1999 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JUNE 11, 1999 UNDER KLAMATH COUNTY AUDITOR'S FILE #23084.

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

LOT 6, BLOCK 3, MEADOWGLENN, TRACT 1137, IN THE COUNTY OF KLAMATH, STATE OF OREGON

The Real Property or its address is commonly known as 3036 JUNIPER PLACE, MALIN, OR 97632. The Real Property tax identification number is CODE 109 MAP 4112-15BB TL 1900 R111104

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED MAY 13, 2005 IN THE PRINCIPAL AMOUNT OF \$10,000.00 WITH A MATURITY DATE OF DECEMBER 15, 2045

AMEND BENEFICIARY TO READ: STERLING SAVINGS BANK SUCCESSOR IN INTEREST TO KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION.

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 MAY 13, 2005.

GRANTOR:

x Junior J Bryan
JUNIOR J BRYAN

x Judith A Bryan
JUDITH A BRYAN

LENDER:

STERLING SAVINGS BANK

x Janet L Monti
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 JUNIOR J BRYAN and JUDITH A BRYAN, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of May, 2005.

By Janet L Monti Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires 12-3-08

This document is being recorded as an accommodation only. No information contained herein has been verified.
Aspen Title & Escrow, Inc.

Aspen

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this 18th day of May, 20 05, before me, the undersigned Notary Public, personally appeared Janet & Monte and known to me to be the authorized 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 Debbie K BergenerResiding at Klamath FallsNotary Public in and for the State of OregonMy commission expires 12-17-2007

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