

05 JUN 06 PM 3:14

mtc-697206R

RECORDATION REQUESTED BY:

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

Vol M05 Page 41938

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath  
Recorded 06/06/05 3:14 P m  
Vol M05 Pg 41938-39  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

SEND TAX NOTICES TO:

THOMAS C. DICKERT  
1109 RIVERSIDE DR  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 3, 2005, is made and executed between THOMAS C. DICKERT ("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 December 22, 1995 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 26, 1995 UNDER KLAMATH COUNTY AUDITOR'S FILE #11005. M95, Page 35011✓

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

Lots 6 and 7, Block 75, KLAMATH ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3809-032AC-00500-000 Key No: 476595

The Real Property or its address is commonly known as 415 WALNUT AVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-032AC-00500-000

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JUNE 3, 2005 IN THE PRINCIPAL AMOUNT OF \$194,687.00.

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.

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 JUNE 3, 2005.

GRANTOR:

X Thomas C. Dickert  
THOMAS C. DICKERT

LENDER:

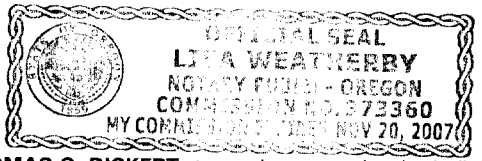
STERLING SAVINGS BANK

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
)



On this day before me, the undersigned Notary Public, personally appeared THOMAS C. DICKERT, to me known to be the individual described in act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of June, 20 05.

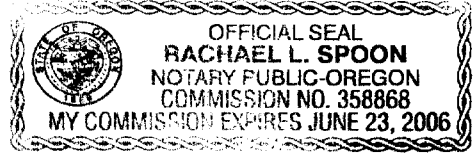
By [Signature] Residing at Klamath County  
Notary Public in and for the State of Oregon My commission expires 11/20/07

260 AM

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this 6<sup>th</sup> day of June, 20 05, before me, the undersigned Notary Public, personally appeared Bethanie Halvorsen and known to me to be the Business Banking 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 Rachael Spoon  
Notary Public in and for the State of Oregon

Residing at 540 Main Street  
My commission expires June 23, 2006