

05 AUG 2 PM 11:00

RECORDATION REQUESTED BY:

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

State of Oregon, County of Klamath
Recorded 08/02/05 11:00 A m
Vol M05 Pg 60275-76
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

RANDY D BOCCHI
SUZANNE E BOCCHI
5115 CROSS RD
KLAMATH FALLS, OR 97603

ATC 59866

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 25, 2005, is made and executed between between RANDY D BOCCHI and SUZANNE E BOCCHI, ENTIRETY ("Grantor") and Sterling Savings Bank, whose address is 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 September 1, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 10, 2004 UNDER KLAMATH COUNTY AUDITOR'S FILE #60715.

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

THE W 1/2 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 20 FEET OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 2

The Real Property or its address is commonly known as 5115 CROSS RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R-409-00200-01200-000.

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

THE MATURITY DATE SHALL BE EXTENDED TO SEPTEMBER 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 endorers 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 JULY 25, 2005.

GRANTOR:

x Randy Bocchi
RANDY D BOCCHI

x Suzanne E Bocchi
SUZANNE E BOCCHI

LENDER:

STERLING SAVINGS BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared RANDY D BOCCHI, 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 therein mentioned.

Given under my hand and official seal this 1st day of August, 2005.

By Rachael Spoon Residing at 540 Main St

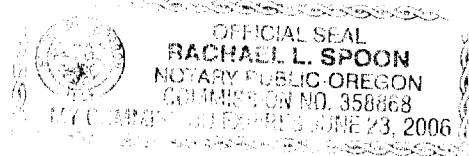
Notary Public in and for the State of Oregon My commission expires 6-23-06

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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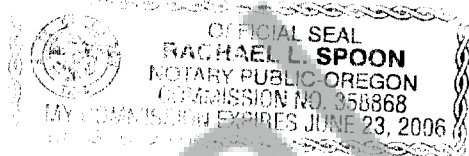
On this day before me, the undersigned Notary Public, personally appeared **SUZANNE E BOCCHI**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of August, 20 05.
By Rachael Spoon Residing at 540 Main St
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 15th day of August, 20 05, before me, the undersigned Notary Public, personally appeared Angalee Barns 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 Residing at 540 Main St
Notary Public in and for the State of Oregon My commission expires 6-23-06