

05 AUG 03 PM 03:24

MTL-70993

RECORDATION REQUESTED BY:

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

Vol M05 Page 60857

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath  
Recorded 08/03/05 3:24 p m  
Vol M05 Pg 60857-58  
Linda Smith, County Clerk  
Fee \$ 26- # of Pgs 2

SEND TAX NOTICES TO:

BILL HULBERT  
STARLA HULBERT  
3315 WASHBURN WAY  
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 August 3, 2005, is made and executed between between BILL HULBERT and STARLA HULBERT, AS CO-TENANTS, EACH HOLDING A 1/2 UNDIVIDED INTEREST ("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 May 4, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED ON MAY 6, 2005 UNDER KLAMATH COUNTY CLERK'S FILING NO: VOL M05 PAGES 33121-27.

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

The North 198 feet of the South 398 feet of the NW1/4 NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian.

EXCEPTING THEREFROM that portion conveyed to State of Oregon by Deed recorded February 2, 1966 in Volume M66, page 938, Microfilm Records of Klamath County, Oregon.

Tax Account No: 3909-010BB-00800-000 Key No: 542363

The Real Property or its address is commonly known as 3315 WASHBURN WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3909-010BB-00800-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED AUGUST 3, 2005 IN THE PRINCIPAL AMOUNT OF \$250,000.00 WITH A MATURITY DATE OF MAY 15, 2016.

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 AUGUST 3, 2005.

GRANTOR:

X [Signature]  
BILL HULBERT

X [Signature]  
STARLA HULBERT

LENDER:

STERLING SAVINGS BANK

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)

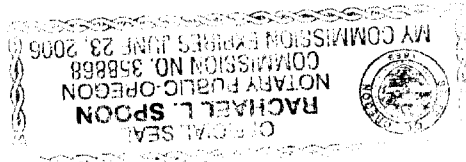


On this day before me, the undersigned Notary Public, personally appeared BILL HULBERT, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 3rd 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

2600

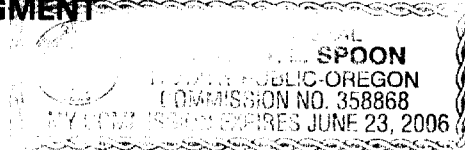
## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared **STARLA HULBERT**, 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 3rdday of August, 20 05By Rachael SpoonResiding at 540 Main StNotary Public in and for the State of OregonMy commission expires 6-23-06

## LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath)  
) SS  
)

On this 3rd day of August, 20 05, before me, the undersigned Notary Public, personally appeared Bethanne Halvorsen and known to me to be the Business

Banking Office, 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 SpoonResiding at 540 Main StNotary Public in and for the State of OregonMy commission expires 6-23-06