MTC-70993

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Sterling Savings Bank Loan Support PO Box 2131 Spokane, WA 99210 **Vol_M05** Page 60857

State of Oregon, County of Klamath Recorded 08/03/05 3.24 0 m Vol M05 Pg 608 57-58
Linda Smith, County Clerk
Fee \$ 36- # 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 BILL HOLBERT	STARLA HULBERT
LENDER:	
STERLING SAVINGE BANK	
× Althorized officer	
$\bigcup V$	
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF OWLAN	OFFICIAL SEAL RACHAEL L. SPOON
SIMIPUP L JUNE / III	III TARK RIVER

STATE OF WORD)) SS		IOTARY PUBLIC COMMISSION N	O-OREGON	
COUNTY OF SLAWASH)	OF INTERCOMMENTS	SSION EXPIRES	HINE DO DOOG	
On this day before me, the undersigned Notary Public, personally who executed the Modification of Deed of Trust, and acknowled and deed, for the uses and purposes therein mentioned.					
Given under my hand and official seal this	day of	August	, 2	<u>.05</u> .	
By Trallial Stoom	Res	siding at 540	Main	St_	
Notary Public in and for the State of	Му	commission expires	623	012	



MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6002

Notary Public in and for the State of

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland

60858 Page 2

INDIVIDUAL ACKNOWLEDGMENT MY COMMISSION EYPISES JUNF 23, 2006 COMMISSION NO. 358868 COMMISSION NO. 358868 NOTARY FUBLIC OPECON NOTARY FUBLICATION TO 358868 STATE OF) SS **COUNTY OF** 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 real his Given under my hand and official seaf this 20 05 day of Residing at Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT SPOON LOMMISSION NO. 358868 LOMMISSION NO. 358868 LYTCHE STATE STUNE 23, 2006 (A STATE OF) SS **COUNTY OF** On this day of the present the undersigned Notary Public, personally appeared and the present to be the free and voluntary act and deed of the said Lender, duly authorized by 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 eath stood that he are shall authorized the supposes the residual 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 eath stood that he are shall act the said Lender 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 saal affixed a the corporate seal of said Lender.

Residing at_

My commission expires