

RECORDATION REQUESTED BY:

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

M06-00785

Klamath County, Oregon

01/13/2006 03:13:05 PM

Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2224
Spokane, WA 99210

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASPERU: 59187

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 12, 2006, is made and executed between between NICOLAAS OOSTERMAN ("Grantor") and Sterling Savings Bank, whose address is 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 May 18, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 19, 2004 UNDER KLAMATH COUNTY AUDITOR'S FILE #31345-50. M04-31345

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

THE WESTERLY 80.0 FEET OF LOT 43, FIRST ADDITION TO SUMMERS LAND HOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 4811 ONYX DR, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R550282.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JANUARY 11, 2006 IN THE PRINCIPAL AMOUNT OF \$70,000.00 WITH A MATURITY DATE OF DECEMBER 15, 2045.

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 endorser 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 JANUARY 12, 2006.

GRANTOR:

x Nicolaas Oosterman
NICOLAAS OOSTERMAN

LENDER:

STERLING SAVINGS BANK

x Janet L. Monte
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 NICOLAAS OOSTERMAN, 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 12 day of January, 2006.

By Misti Scott Residing at Klamath County

Notary Public in and for the State of Oregon My commission expires Aug 8, 2008

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 600956045

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 12 day of January, 20 06, before me, the undersigned Notary Public, personally appeared Janet L Monti and known to me to be the loan 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 Misti Scott

Notary Public in and for the State of Oregon

Residing at Klamath County

My commission expires Aug 8, 2008