

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

This document is being recorded as an accommodation only. No information contained herein has been verified.
Aspen Title & Escrow, Inc.

ASPEN: 6848

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 9, 2006, is made and executed between ANTHONY M TANNER and BRENDA A TANNER, AS TENANTS BY THE ENTIRETY ("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 July 1, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JULY 5, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE #50962-68.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4608 BISBEE ST, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R872301.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 9, 2006 IN THE PRINCIPAL AMOUNT OF \$130,000.00.

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.

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 FEBRUARY 9, 2006.

This Notice is required by Oregon law. In this Notice the term "you" means the Grantor named above.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

X Anthony M Tanner
ANTHONY M TANNER

X Brenda A. Tanner
BRENDA A TANNER

LENDER:

STERLING SAVINGS BANK

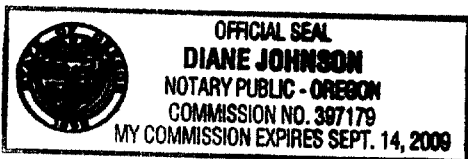
X Janet L. Mont
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared ANTHONY M TANNER and BRENDA A TANNER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of February, 2006.
By Diane Johnson Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires Sept. 14, 2009



#31A

MODIFICATION OF DEED OF TRUST
(Continued)

- Loan No: 700961185

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LENDER ACKNOWLEDGMENT

STATE OF Oregon)
)
COUNTY OF Klamath) SS
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On this 9th day of February, 2006, before me, the undersigned Notary Public, personally appeared Janet Monti and known to me to be the Bank 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 Diane Johnson Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires Sept. 14, 2009



OFFICIAL SEAL
DIANE JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 397179
MY COMMISSION EXPIRES SEPT. 14, 2009

Exhibit A

PARCEL 1:

The North 139.6 feet of Lot 11, Block 3, **SECOND ADDITION TO ALTAMONT ACRES**, in the County of Klamath, State of Oregon. **EXCEPTING THEREFROM** 5 feet off the East boundary for the widening of Bisbee Street, as disclosed by instrument recorded July 1, 1965 in Book 362 at Page 563, Deed Records of Klamath County, Oregon.

PARCEL 2:

A parcel of land located in Lot 10, Block 3, **SECOND ADDITION TO ALTAMONT ACRES SUBDIVISION**, situated in the SW 1/4 SE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the South boundary of said Lot 10, from which the Southwest corner of said Lot 10 bears North 88° 51' 57" West 206.50 feet; thence from said point of beginning, North 00° 13' 47" West 13.00 feet, leaving said South boundary; thence South 88° 51' 57" East 100.00 feet to the West right of way of Bisbee Street; thence on said right of way, South 00° 13' 47" East 13.00 feet to the South boundary of said Lot 10; thence leaving said right of way and continuing on the South boundary of said Lot 10, North 88° 51' 57" West 100.00 feet to the point of beginning.

CODE 041 MAP 3909-010DC TL 01601 KEY# 872301