#### **RECORDATION REQUESTED BY:**

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

### M06-07969

Klamath County, Oregon 04/24/2006 03:05:42 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

ATE 63269

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated April 21, 2006, is made and executed between between ALLEN W CRAMER and SALLY L CRAMER, 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 June 18, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JUNE 21, 2004 UNDER KLAMATH COUNTY AUDITOR'S FILE #VOL M04 PG 39702-07.

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

LOT 2, BLOCK 27, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, 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 411 PELICAN ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R437968.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 21, 2006 IN THE PRINCIPAL AMOUNT OF \$28,800.00.

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 APRIL 21, 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.

CRANTOR		
GRANTOR:		
X Allen W. Cramer ALLEN W CRAMER	x Sally L. Co	amer
LENDER:		
STERLING SAVINGS BANK  x Authorized Officer		
II.	NDIVIDUAL ACKNOWLEDGMENT	
NWOKN		OFFICIAL SEAL WHITNEY N. HASKINS

STATE OF OPEGOLD	)	NOTATI PUBLIC - ORGAN	
COUNTY OF Klamath	) SS )	COMMISSION NO. 398519 MY COMMISSION EXPIRES OCT. 18, 2009	_
On this day before me, the undersigned Notary Public, per individuals described in and who executed the Modification and voluntary act and deed, for the uses and purposes ther Given under my hand and official seal this	n of Deed of Trust, and acrein mentionedday of	w CRAMER and SALLY L CRAMER, to me known cknowledged that they signed the Modification as  1, 20 06.  at Sterling Savings Bank	to be the their free
Notary Public in and for the State of OHGON		nission expires Oct. 18, 2009	

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 700979971 (Continued) Page 2

LEN	DER ACKNOWLEDG	SMENT
STATE OF ORGON COUNTY OF Klamath	) ) SS )	OFFICIAL SEAL WANTINEY N. HAGICING NOTARY PUBLIC - OFFICIAN COMMISSION EXPIRES OCT. 18, 2009
On this appeared day of month was acknowledged said instrument to be the free and volument to be the free and volu	, authorized agent for the Le ntary act and deed of the said erein mentioned, and on oath al of said Lender. Residing a	o, before me, the undersigned Notary Public, personally to be the Loan officer and that executed the within and foregoing instrument and Lender, duly authorized by the Lender through its board of a stated that he or she is authorized to execute this said at Sterling Saungs Bank aission expires OCT. 18 12009