

MTC 59458
RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Madison
2300 Madison St
Klamath Falls, OR 97603

WHEN RECORDED MAIL TO:

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

2007-007535

Klamath County, Oregon



04/26/2007 03:33:52 PM

Fee: \$31.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 25, 2007, is made and executed between between LEON LANGLEY JR and KARLA M LANGLEY, AS TENANTS BY THE ENTIRETY ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Madison, 2300 Madison St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 16, 2003 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 21, 2003 UNDER KLAMATH COUNTY AUDITOR'S FILE NO. VOL M03 PAGE 03403.

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 830 E FRONT STREET, MERRILL, OR 97633. The Real Property tax identification number is 120265.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 25, 2007 IN THE PRINCIPAL AMOUNT OF \$91,140.00.

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 endorers 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 25, 2007.

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 Leon Langley Jr
LEON LANGLEY JR

x Karla M. Langley
KARLA M LANGLEY

LENDER:

STERLING SAVINGS BANK

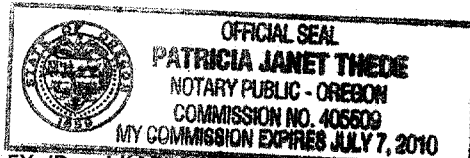
Patricia Janet Theide
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared LEON LANGLEY JR and KARLA M LANGLEY, 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 25th day of April, 20 07.

By Patricia Janet Theide

Residing at 2300 Madison St Klamath Falls OR

Notary Public in and for the State of Oregon

My commission expires 7-7-10

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS
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On this 26 day of April, 20 07, before me, the undersigned Notary Public, personally appeared Patricia Janet Thede and known to me to be the Sterling Savings Bank

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 Crystal Knote
Notary Public in and for the State of Oregon

Residing at 2300 Madison St, Klamath Falls OR
97603
My commission expires 1-21-2011

Lot 18 of SUNSHINE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and also:

Beginning at a point 322 1/2 feet East of the Southeast corner of Terwilliger Addition to the Town of Merrill, Klamath County Oregon, being the Southwest corner of the E1/2 of SE1/4 of SE1/4 of SW1/4 of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence East along the South line of said SE1/4 of SW1/4 a distance of 140 1/4 feet; thence North at right angles to said line a distance of 160 feet; thence West and parallel to said South line of SE1/4 of SW1/4 a distance of 140 1/4 feet; thence South and at right angles to said line 160 feet to the point of beginning, being a tract of land 140 1/4 feet by 160 feet in the Southwest corner of said E1/2 of SE1/4 of SE1/4 of SW1/4.

EXCEPTING THEREFROM any portion lying within the Klamath Falls-Malin Highway.
(State Highway 39.)