

NTC 1396-8677  
RECORDATION REQUESTED BY:

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

2007-007718  
Klamath County, Oregon



04/30/2007 02:52:02 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

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

AMERITITLE, has recorded this  
Instrument by request as an accomodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

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 BRIAN L SOUTHBY and MIKAL ANN SOUTHBY, 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 January 30, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED FEBRUARY 1, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #M06-02052.

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 1101 HOMEDALE RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R-3809-035DA-00700-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 26, 2007 IN THE PRINCIPAL AMOUNT OF \$34,500.00.

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 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 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 Brian L Southby  
BRIAN L SOUTHBY

x Mikal Ann Southby  
MIKAL ANN SOUTHBY

LENDER:

STERLING SAVINGS BANK

x Janet L. Monti  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared BRIAN L SOUTHBY and MIKAL ANN SOUTHBY, 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 27th day of April, 2007  
By Janet L. Monti Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 12-3-08

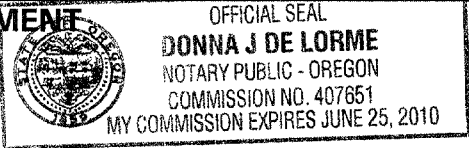
26.00

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 701066554

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LENDER ACKNOWLEDGMENT



STATE OF Oregon  
COUNTY OF Klamath

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On this 27th day of APRIL, 20 07, before me, the undersigned Notary Public, personally appeared JANET MONTI and known to me to be the OFFICER OF ACCOUNT, 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 Donna J. De Lorme  
Notary Public in and for the State of Oregon

Residing at KLAMATH FALLS  
My commission expires JUNE 25, 2010