RECORDATION REQUESTED BY:

Sterling Savings Bank Klamath Falls - Main 540 Main St Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

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

2007-008776 Klamath County, Oregon



05/14/2007 11:42:12 AM

Fee: \$26.00

ATE: 62724

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 11, 2007, is made and executed between between GRACE M COX and JEAN E GLADDEN, AS TENANTS IN COMMON ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 9, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 9, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE #M05-70819.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon: LOT 8, BLOCK 2, ROUND LAKE ESTATES, 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 14209 RAVENWOOD DRIVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R493674.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED MAY 11, 2007 IN THE PRINCIPAL AMOUNT OF \$41,848.00.

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 MAY 11, 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: ACF M COX LENDER: STERLING SAXINGS BANK ed/Office Authoriz INDIVIDUAL ACKNOWLEDGMENT DEFICIAL SEAL STATE OF P. KEEFER ) SS **NOTARY PUBLIC - OREGON** COMMISSION NO. 399228 MY COMMISSION EXPIRES NOVEMBER **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared GRACE M COX and JEAN E GLADDEN, 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.

Residing at

My commission expires

Given under my hand and official seal this

Notary Public in and for the State

## MODIFICATION OF DEED OF TRUST (Continued)

Page 2

LENDER ACKNOWLEDGME	
STATE OF OREGON COUNTY OF KLAMATH	OFFICIAL SEAL TRELLA BARNES NOTARY PUBLIC - OREGON COMMISSION NO. 383334 MY COMMISSION EXPIRES AUGUST 2, 2008
acknowledged said instrument to be the free and voluntary act and	, 20, before me, the undersigned Notary Public, personally and known to me to be the

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