

MTCL396-9009

2007-016521
Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Campus
2420 Dahlia St
Klamath Falls, OR 97601



00031735200700165210020024

WHEN RECORDED MAIL TO:

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

09/19/2007 11:30:38 AM

Fee: \$26.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 14, 2007, is made and executed between between VICTOR S FLOREZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Campus, 2420 Dahlia St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 27, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED NOVEMBER 30, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-023890.

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

THAT CERTAIN REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WAY APPERTAINING, SITUATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: THE SOUTHEASTERLY ONE-HALF OF LOTS 1 AND 2 IN BLOCK 45 OF FIRST ADDITION TO THE CITY OF KLAMATH FALLS, OREGON. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 426 N 7TH ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R412100; MTL: R-3809-032AB-09100.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED SEPTEMBER 14, 2007 IN THE PRINCIPAL AMOUNT OF \$92,000.00 (WITH A MATURITY DATE OF SEPTEMBER 15, 2027) .

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 SEPTEMBER 14, 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 Victor S Florez
VICTOR S FLOREZ

X Charlotte R Darnell-Florez
CHARLOTTE R DARNELL-FLOREZ

LENDER:

STERLING SAVINGS BANK

X Carmen Babcock
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

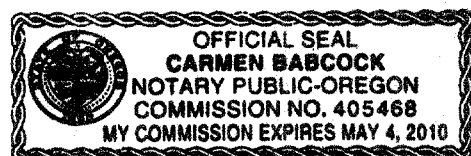
STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared VICTOR S FLOREZ and CHARLOTTE R DARNELL-FLOREZ, 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 14th day of September, 2007.

By Carmen Babcock
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Or 97601
My commission expires 5/4/2010



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.

26AMTT

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS
)

On this 14th day of September, 2007, before me, the undersigned Notary Public, personally appeared Carmen Babcock and known to me to be the Loan 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 Shauna L Mitchell Residing at 2420 Dahlia
Notary Public in and for the State of Oregon My commission expires 11-15-08

LASER PRO Lending, Inc., 5.33.00.004 Copy: Hybrid Financial Solutions, Inc. 1007, 2007. All Rights Reserved. - OR: OSLASER/CR/PL/0202.FC TR-00201 PR-21

