

RECORDATION REQUESTED BY:

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

2007-017260
Klamath County, Oregon



00032620200700172600020024

10/03/2007 03:26:40 PM

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

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 3, 2007, is made and executed between between BEVERLY IRENE HOWE ("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 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 #39658. 2007-391058

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

LOTS 26 AND 27, BLOCK 1, TRACT NO. 1085, COUNTRY GREEN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. SITUATE IN THE COUNTY OF KLAMATH, STATE OF OREGON

The Real Property or its address is commonly known as 7106 RUTH CT, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R3909-013AA-03900-000 & R-3909-013AA-04000-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED OCTOBER 3, 2007 IN THE PRINCIPAL AMOUNT OF \$31,500.00 (WITH A MATURITY DATE OF OCTOBER 10, 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 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 OCTOBER 3, 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 Beverly Irene Howe
BEVERLY IRENE HOWE

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.

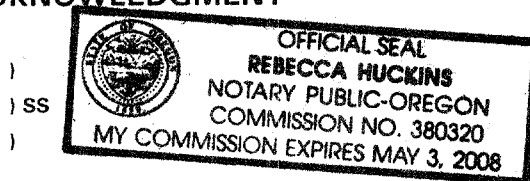
LENDER:

STERLING SAVINGS BANK

x Rebecca Ruth
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared BEVERLY IRENE HOWE, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 03rd day of October, 20 07.

By Rebecca Huckins Residing at 2300 Madison St Klamath Falls

Notary Public in and for the State of Oregon My commission expires May 3, 2008

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 701112473

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 3rd day of October, 20 07, before me, the undersigned Notary Public, personally appeared Rebecca Putz and known to me to be the Authorized 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 Patricia Janet Theide
Notary Public in and for the State of Oregon

Residing at 2300 Madison St Klamath Falls OR
My commission expires 7-7-10