

MTCL3914-9159  
RECORDATION REQUESTED BY:  
Sterling Savings Bank  
Klamath Falls - Campus  
2420 Dahlia St  
Klamath Falls, OR 97601

2007-019172  
Klamath County, Oregon



11/08/2007 03:21:34 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 November 8, 2007, is made and executed between between RUTHETTA JOHNS ("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 August 10, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED AUGUST 14, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-016299.

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

PARCEL 1: LOT 15 IN BLOCK 41 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. PARCEL 2: LOT 16 IN BLOCK 41 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THE WEST 13 FEET OF SAID LOT.

The Real Property or its address is commonly known as 721 HILL ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-030BA-01304-000/3809-030BA-01305-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED NOVEMBER 8, 2007 IN THE PRINCIPAL AMOUNT OF \$57,000.00 WITH A MATURITY DATE OF NOVEMBER 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 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 NOVEMBER 8, 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 Ruthetta Johns  
RUTHETTA JOHNS

LENDER:

STERLING SAVINGS BANK

X Carmen Babcock  
Authorized Officer

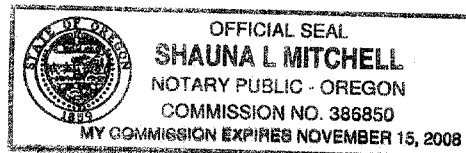
AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

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) SS  
)



On this day before me, the undersigned Notary Public, personally appeared RUTHETTA JOHNS, 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 8th day of November, 20 07.

By Shauna L. Mitchell

Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon

My commission expires 11.15.08

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MODIFICATION OF DEED OF TRUST  
(Continued)

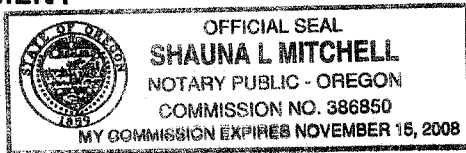
Loan No: 701128420

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LENDER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH



On this 8th day of November, 20 07, before me, the undersigned Notary Public, personally appeared Carmel Sabcock 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  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon

My commission expires 11.15.08