

RECORDATION REQUESTED BY:

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

2007-020467

Klamath County, Oregon



12/05/2007 03:43:54 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

ATE: 6946

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 3, 2007, is made and executed between between JOHN D CLAYBAUGH and NICOLE CLAYBAUGH, AS TENANTS BY THE ENTIRETY ("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 December 31, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 3, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE NO. 00269.

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

LOT 10, BLOCK 3, TRACT NO. 1126, FIRST ADDITION TO FERNDAL, 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 5830 BARLETT AVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R569110.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED DECEMBER 5, 2007 IN THE PRINCIPAL AMOUNT OF \$55,000.00.

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 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 DECEMBER 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 John D Claybaugh  
JOHN D CLAYBAUGH

x Nicole Claybaugh  
NICOLE CLAYBAUGH

This document is being recorded as an accommodation only. No information contained herein has been verified.  
Aspen Title & Escrow, Inc.

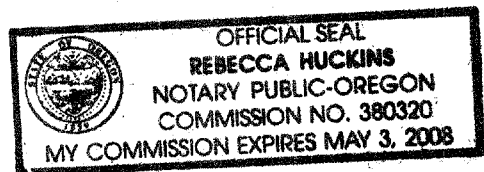
LENDER:

STERLING SAVINGS BANK

x Rebecca Hutchins  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared JOHN D CLAYBAUGH and NICOLE CLAYBAUGH, 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.

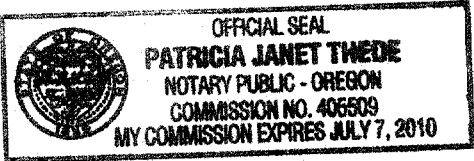
Given under my hand and official seal this 03rd day of December, 2007.  
By Rebecca Hutchins Residing at 2300 Madison St Klamath Falls  
Notary Public in and for the State of Oregon My commission expires May 3, 2008

\$26.4

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 3<sup>rd</sup> day of December, 20 07, before me, the undersigned Notary Public, personally appeared Rebecca Rutz and known to me to be the Authorized Officer for Sterling Savings Bank, 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 Thede  
Notary Public in and for the State of Oregon

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