

2008-000364

Klamath County, Oregon



00038235200800003640020026

01/09/2008 11:16:18 AM

Fee: \$26.00

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Shasta
2943 S Sixth St
Klamath Falls, OR 97603

WHEN RECORDED MAIL TO:

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

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.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 8, 2008, is made and executed between between ANTHONY L HAVEY and LORNA L HAVEY, HUSBAND AND WIFE ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Shasta, 2943 S Sixth St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 31, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED OCTOBER 31, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-021841.

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

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON: LOT 11 IN BLOCK 1 OF FIRST ADDITION TO LOMA LINDA HEIGHTS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, 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 2358 LINDA VISTA DR, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R306797.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JANUARY 8, 2008 IN THE PRINCIPAL AMOUNT OF \$100,000.00 WITH A MATURITY DATE OF JANUARY 8, 2038.

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 JANUARY 8, 2008.

GRANTOR:

X Anthony L Havey
ANTHONY L HAVEY

X Lorna L Havey
LORNA L HAVEY

LENDER:

STERLING SAVINGS BANK

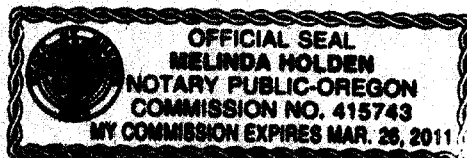
X Melinda Holden
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared ANTHONY L HAVEY and LORNA L HAVEY, 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 8 day of January, 20 08.

By Melinda Holden

Residing at 4234 Bristol Ave

Notary Public in and for the State of Oregon

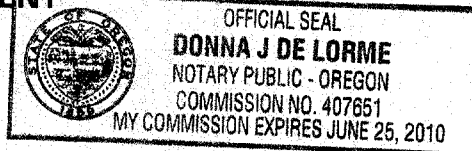
My commission expires March 28, 2011

26AMT

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Clatsop



On this 8th day of January, 20 08, before me, the undersigned Notary Public, personally appeared Melinda Hiden and known to me to be the Loan Officer for Trust, authorized agent for the Lender that executed the within and foregoing instrument and 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 Donna J. De Lorme
Notary Public in and for the State of Oregon

Residing at 1927 Bryant St. Falls of 97603
My commission expires 6-25-2010