

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

2008-001908

Klamath County, Oregon



02/14/2008 03:08:59 PM

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 February 13, 2008, is made and executed between between DANIEL LEE CULP and MARYLIN LEA CULP, 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 November 25, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 2, 2002 UNDER KLAMATH COUNTY AUDITOR'S FILE #VOL M02, PG 69868-73.

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

LOT 1 IN BLOCK 25 OF TRACT 1127-NINTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 6715 VERDA VISTA DR, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 567229.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 13, 2008 IN THE PRINCIPAL AMOUNT OF \$80,000.00 WITH A MATURITY DATE OF FEBRUARY 13, 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 FEBRUARY 13, 2008.

GRANTOR:

Daniel Lee Culp  
DANIEL LEE CULP

x Marylin Lea Culp  
MARYLIN LEA CULP

LENDER:

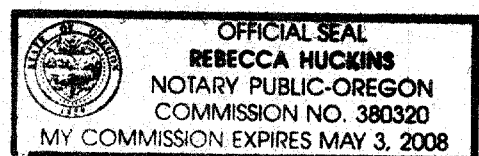
STERLING SAVINGS BANK

x Rebecca Ruth  
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 DANIEL LEE CULP and MARYLIN LEA CULP, 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 13th day of February, 20 08.  
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: 601147438

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LENDER ACKNOWLEDGMENT

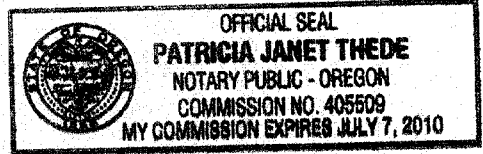
STATE OF

Oregon

COUNTY OF

Klamath

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) SS  
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On this 13<sup>th</sup> day of Feb, 20 08, before me, the undersigned Notary Public, personally appeared Rebecca Rutz and known to me to be the Personal Bank 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  
Oregon

Notary Public in and for the State of

Residing at

2300 Madison St Klamath Falls, OR

My commission expires

7-7-10