

2008-001948
Klamath County, Oregon



02/14/2008 03:44:19 PM

Fee: \$26.00

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Main
540 Main St
Klamath Falls, OR 97601

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: 58537

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 14, 2008, is made and executed between between DANIEL MOREHOUSE and VALERIE MOREHOUSE, HUSBAND AND WIFE ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 22, 2001 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MARCH 26, 2001, UNDER KLAMATH COUNTY AUDITOR'S FILE VOLUME M01, PAGE 11962.

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

THE EAST 92 FEET OF LOT 39 AND THE EAST 92 FEET OF THE SOUTH 139.2 FEET OF LOT 40, FAIR ACRES SUBDIVISION NUMBER ONE, IN THE COUNTY OF KLAMATH, STATE OF OREGON. CODE 41 MAP 3809-35DC TL 1800

The Real Property or its address is commonly known as 5241 SHASTA WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R450069.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 14, 2008 IN THE PRINCIPAL AMOUNT OF \$137,400.00 (WITH A MATURITY DATE OF FEBRUARY 14, 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 endorser 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 14, 2008.

GRANTOR:

x
DANIEL MOREHOUSE

x
VALERIE MOREHOUSE

LENDER:

STERLING SAVINGS BANK

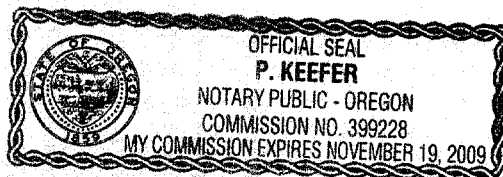
x
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared DANIEL MOREHOUSE and VALERIE MOREHOUSE, 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 14th day of February, 2008
By Residing at Klamath Falls, Oregon
Notary Public in and for the State of Oregon My commission expires November 19, 2009

#26-A

LENDER ACKNOWLEDGMENT



STATE OF Oregon

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COUNTY OF Klamath

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On this 14th day of February, 20 08, before me, the undersigned Notary Public, personally appeared Pamela Keeter and known to me to be the Personal Banker, 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 Juana Ruiz
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires July 10, 2011