

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Campus
2420 Dahlia St
Klamath Falls, OR 97601

2008-003104

Klamath County, Oregon



00041567200800031040030032

WHEN RECORDED MAIL TO:

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

03/11/2008 03:02:52 PM

Fee: \$31.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE: 56242

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 10, 2008, is made and executed between **WILLIAM ALAN DEUTSCHMAN** and **ELAINE MARIE DEUTSCHMAN**, AS TENANTS BY THE ENTIRETY ("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 December 12, 2002 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 17, 2002 UNDER KLAMATH COUNTY AUDITOR'S FILE #73406-11.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 455 HILLSIDE AVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R306591.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MARCH 10, 2008 IN THE PRINCIPAL AMOUNT OF \$110,000.00 WITH A MATURITY DATE OF MARCH 10, 2038

AMEND BENEFICIARY TO READ: STERLING SAVINGS BANK SUCCESSOR IN INTEREST TO KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

INDEBTEDNESS IN THE DEED OF TRUST SHALL NOW BE DESCRIBED AS: ALL PRINCIPAL AND INTEREST PAYABLE UNDER THE NOTE AND ANY AMOUNTS EXPENDED OR ADVANCED BY LENDER TO DISCHARGE OBLIGATIONS OF GRANTOR OR EXPENSES INCURRED BY TRUSTEE OR LENDER TO ENFORCE OBLIGATIONS OF GRANTOR UNDER THIS DEED OF TRUST, TOGETHER WITH INTEREST ON SUCH AMOUNTS AS PROVIDED IN THIS DEED OF TRUST. SPECIFICALLY, WITHOUT LIMITATION, THIS DEED OF TRUST SECURES A REVOLVING LINE OF CREDIT, WITH A VARIABLE RATE OF INTEREST, WHICH OBLIGATES LENDER TO MAKE ADVANCES TO GRANTOR SO LONG AS GRANTOR COMPLIES WITH ALL THE TERMS OF THE NOTE. FUNDS MAY BE ADVANCED BY LENDER, REPAID, AND SUBSEQUENTLY READVANCED. THE UNPAID BALANCE OF THE REVOLVING LINE OF CREDIT MAY AT CERTAIN TIMES BE LOWER THAN THE AMOUNT SHOWN OR ZERO. A ZERO BALANCE DOES NOT TERMINATE THE LINE OF CREDIT OR TERMINATE LENDER'S OBLIGATION TO ADVANCE FUNDS TO GRANTOR. THEREFORE, THE LIEN OF THIS DEED OF TRUST WILL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING ANY ZERO BALANCE.

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 MARCH 10, 2008.

GRANTOR:

x William Alan Deutschman
WILLIAM ALAN DEUTSCHMAN

x Elaine Marie Deutschman
ELAINE MARIE DEUTSCHMAN

LENDER:

STERLING SAVINGS BANK

x Carmen Rabcock
Authorized Officer

#31-A

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

)
) SS
)

COUNTY OF KLAMATH



On this day before me, the undersigned Notary Public, personally appeared **WILLIAM ALAN DEUTSCHMAN** and **ELAINE MARIE DEUTSCHMAN**, 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 10th day of March, 2008.

By Shauna L Mitchell

Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon

My commission expires 11/15/2008

LENDER ACKNOWLEDGMENT

STATE OF OREGON

)
) SS
)

COUNTY OF KLAMATH



On this 10th day of March, 2008, before me, the undersigned Notary Public, personally appeared Carmen Babcock and known to me to be the Loan officer, authorized agent for **Sterling Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Sterling Savings Bank**, duly authorized by **Sterling Savings Bank** 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 in fact executed this said instrument on behalf of **Sterling Savings Bank**.

By Shauna L Mitchell

Residing at Klamath Falls, Oregon

Notary Public in and for the State of Oregon

My commission expires 11/15/2008

Lots 1, 2, 3 and 4, Block 3, THE TERRACES, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion of Lot 4 more particularly described as follows:

Beginning at the Most Easterly corner of said Lot 4 and running thence Westerly along the South line of said Lot 4 to the Easterly line of Hillside Avenue; thence Northwesterly along the Easterly line of Hillside Avenue 25 feet; thence Easterly parallel with the South line of Lot 4 to the Westerly line of Mesa Street; thence Southeasterly along the Westerly line of Mesa Street, 25 feet to the place of begining.

TOGETHER WITH the Westerly one-half of Mesa Street vacated by City Ordinance #5525 and recorded in Deed Volume M-66 at Page 3641.