

RECORDATION REQUESTED BY:

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

2008-003593

Klamath County, Oregon



00042163200800035930020025

WHEN RECORDED MAIL TO:

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

03/21/2008 02:57:07 PM

Fee: \$26.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE = 63999

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 21, 2008, is made and executed between DUANE G WHITEHEAD AND KATHLEEN I WHITEHEAD, AS TRUSTEES OF THE WHITEHEAD FAMILY TRUST, UDA AUGUST 12, 2005, AND THEIR SUCCESSORS IN TRUST ("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 October 6, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED OCTOBER 6, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-20188.

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

LOT 18, BLOCK 5, THIRD ADDITION TO MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. LESS THE WESTERLY 10 FEET THEREOF

The Real Property or its address is commonly known as 6709 MILBERT AVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 453486.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MARCH 21, 2008 IN THE PRINCIPAL AMOUNT OF \$33,000.00 (WITH A MATURITY DATE OF APRIL 7, 2014).

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 21, 2008.

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:

THE WHITEHEAD FAMILY TRUST, UDA AUGUST 12, 2005, AND THEIR SUCCESSORS IN TRUST

By: [Signature]
DUANE G WHITEHEAD, Trustee of THE
WHITEHEAD FAMILY TRUST, UDA AUGUST 12,
2005, AND THEIR SUCCESSORS IN TRUST

By: [Signature]
KATHLEEN I WHITEHEAD, Trustee of THE
WHITEHEAD FAMILY TRUST, UDA AUGUST 12,
2005, AND THEIR SUCCESSORS IN TRUST

LENDER:

STERLING SAVINGS BANK

X [Signature]
Authorized Officer

#26A

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 701161835

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TRUST ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 21st day of March, 20 08, before me, the undersigned Notary Public, personally appeared **DUANE G WHITEHEAD, Trustee of THE WHITEHEAD FAMILY TRUST, UDA AUGUST 12, 2005, AND THEIR SUCCESSORS IN TRUST** and **KATHLEEN I WHITEHEAD, Trustee of THE WHITEHEAD FAMILY TRUST, UDA AUGUST 12, 2005, AND THEIR SUCCESSORS IN TRUST**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Heidi Anderson

Residing at 325 Hawthorne St Klamath Falls, OR 97600

Notary Public in and for the State of Oregon

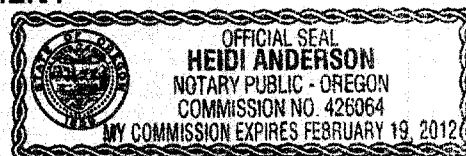
My commission expires February 19, 2012

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 21st day of March, 20 08, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Heidi Anderson

Residing at 325 Hawthorne St Klamath Falls, OR 97600

Notary Public in and for the State of Oregon

My commission expires February 19, 2012

