

2008-004599

Klamath County, Oregon



00043250200800045990030030

03/28/2008 02:50:16 PM

Fee: \$31.00

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

1st 745766

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 27, 2008, is made and executed between MICHAEL J ZUMBRUN and LORI L ZUMBRUN, AS TENANTS BY THE ENTIRETY ("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 January 19, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 20, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #M06-01191.

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 551 MILLER ISL RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R799292.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MARCH 27, 2008 IN THE PRINCIPAL AMOUNT OF \$171,000.00.

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 endorers 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 27, 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:

x Michael J. Zumbun
MICHAEL J ZUMBRUN

x Lori Zumbun
LORI L ZUMBRUN

LENDER:

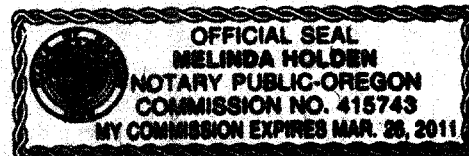
STERLING SAVINGS BANK

x Melinda Holden
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

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) SS
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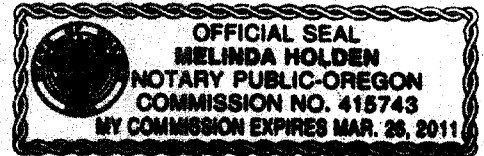
On this day before me, the undersigned Notary Public, personally appeared MICHAEL J ZUMBRUN, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of March, 20 08.

By Melinda HoldenResiding at Klamath Falls OrNotary Public in and for the State of OregonMy commission expires March 28, 2011

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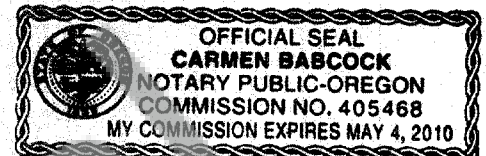
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared **LORI L ZUMBRUN**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of March, 2008.By Melinda HoldenResiding at Klamath Falls ORNotary Public in and for the State of OregonMy commission expires March 26, 2011

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
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On this 27th day of March, 2008, before me, the undersigned Notary Public, personally appeared Melinda Holden 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 Carmen BabcockResiding at Klamath Falls, OregonNotary Public in and for the State of OregonMy commission expires 5/4/2010

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

A parcel of land situated in the SE 1/4 of SW 1/4 of Section 20, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod on the South line of said Section 20, said point being South 89°40'08" West along said South line a distance of 686.13 feet from 1/4 corner common to Sections 20 and 29; thence continuing South 89°40'08" West a distance of 631.84 feet to a 5/8" iron rod at the West 1/16 corner common to Sections 20 and 29; thence North 00°10'04" East, along the West line of the SE 1/4 of the SW 1/4 of Section 20, a distance of 1380.10 feet to the SW 1/16 corner of Section 20; thence North 89°52'56" East along the North line of the SE 1/4 of the SW 1/4 of Section 20, a distance of 631.82 feet to a 5/8" iron rod; thence South 00°10'04" West a distance of 1377.75 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within the Miller Island Road right of way.

Tax Parcel Number: 799292