

MTCT0583

2008-004704  
Klamath County, Oregon



03/31/2008 03:35:10 PM

Fee: \$26.00

**RECORDATION REQUESTED BY:**

Sterling Savings Bank  
Klamath Falls - Campus  
2420 Dahlia 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

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated March 31, 2008, is made and executed between ARTHUR SCOTT BRYANT ("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 August 4, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED AUGUST 5, 2005 UNDER KLAMATH COUNTY AUDITOR'S FILE # MO5-61318.

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

THE EAST 50 FEET OF LOTS 12 AND 13, BLOCK 39, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 39, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 13, 50 FEET; THENCE NORTH PARALLEL TO THE ALLEY THROUGH BLOCK 39 TO ESPLANADE; THENCE NORTHEAST ALONG ESPLANADE TO THE MOST NORTHERLY CORNER OF LOT 12; THENCE SOUTH ALONG THE EAST LINE OF LOTS 12 AND 13 TO THE PLACE OF BEGINNING

The Real Property or its address is commonly known as 1928 ESPLANADE AVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R 3809-028CB-03800-000.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED MARCH 31, 2008 IN THE PRINCIPAL AMOUNT OF \$162,952.00 (WITH A MATURITY DATE OF MARCH 19, 2028).

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 31, 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 Arthur Scott Bryant  
ARTHUR SCOTT BRYANT

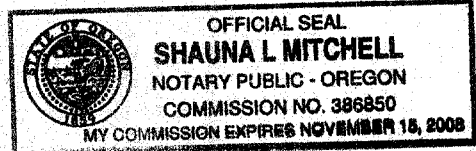
LENDER:

STERLING SAVINGS BANK

x Carmen Babcock  
Authorized Officer

2008

## INDIVIDUAL ACKNOWLEDGMENT

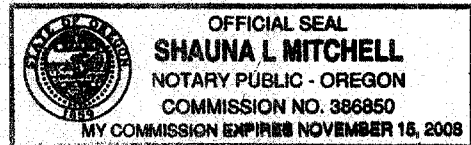
STATE OF OREGONCOUNTY OF KLAMATH)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared **ARTHUR SCOTT BRYANT**, 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 31st day of March, 2008.

By Shauna L MitchellResiding at Klamath Falls, OregonNotary Public in and for the State of OregonMy commission expires 11.15.08

## LENDER ACKNOWLEDGMENT

STATE OF OREGONCOUNTY OF KLAMATH)  
) SS  
)

On this 31st 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 MitchellResiding at Klamath Falls, OregonNotary Public in and for the State of OregonMy commission expires 11.15.08