RECORDATION REQUESTED B

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

GRANTOR:

2008-005140 Klamath County, Oregon



04/08/2008 11:28:19 AM

Fee: \$26.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 7, 2008, is made and executed between JAMES E HOLMES and BETTY S HOLMES, HUSBAND AND WIFE ("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 June 14, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JUNE 15, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE # 2007-010798.

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

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH, AND STATE OF OREGON, DESCRIBED AS FOLLOWS, TO WIT: LOTS 2, 3 AND 4, EXCEPTING THEREFROM THE SOUTHWESTERLY 20 FEET THEREOF, ALL IN BLOCK 44, HILLSIDE ADDITION TO THE CITY OF KLAMATH FAILS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY

The Real Property or its address is commonly known as 630 HILLSIDE AVE , KLAMATH FALLS, OR 97601. The Real Property tax identification number is R305672.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED APRIL 7, 2008 IN THE PRINCIPAL AMOUNT OF \$173,758.00 (WITH A MATURITY DATE OF 04-15-2028).

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 suph subcarrets actions. 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 APRIL 7, 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.

BETTY'S HOLMES JAMES E HOLMES LENDER: STERLING SAVINGS BANK **Authorized Office**

AMERITITLE , has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

	INDIVIDUAL ACKNOWLEDGMENT	A STATE OF THE PARTY OF THE PAR
STATE OF OREGON		OFFICIAL SEAL CARMEN BABCOCK NOTARY PUBLIC-OREGON
COUNTY OF KLAMATH		COMMISSION NO. 405468 MY COMMISSION EXPIRES MAY 4, 2010
On this day before me, the undersigned No individuals described in and who executed and voluntary act and deed, for the uses an	otary Public, personally appeared JAMES E HOLMES and the Modification of Deed of Trust, and acknowledged to purposes therein mentioned.	d BETTY S HOLMES, to me known to be the hat they signed the Modification as their free
Given under my hand and official seal this _	7th day of <u>April</u> Residing at <u>Klamat</u>	. 20 <u>08</u> . h Falls, Oregon
Notary Public in and for the State of Or	regon My commission expires	5/4/2010

LASER PRO Lending, Ver. 5.39.00.008

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All Rights Reserved.

MODIFICATION OF DEED OF TRUST (Continued)

LENDER ACKNOWLEDGMENT			
STATE OF OREGON COUNTY OF KLAMATH	OFFICIAL SEAL SHAUNA L MITCHELL NOTARY PUBLIC - OREGON COMMISSION NO. 386850		
Allerta District Control of the Cont	MY COMMISSION EXPIRES NOVEMBER 15, 2008		
Sterling Savings Bank that executed the within and foregoing instrume deed of Sterling Savings Bank, duly authorized by Sterling Savings Bank	, 20 08 , before me, the undersigned Notary Public, personally be the loan officer , authorized agent for nt and acknowledged said instrument to be the free and voluntary act and nk through its board of directors or otherwise, for the uses and purposes execute this said instrument and in fact executed this said instrument or Residing at Klamath Falls, Oregon		
· Summer I have been seen as a	My commission expires 11/15/2008		

Copr. Harland Financial Solutions, Inc. 1997, 2008. Q:\LASER\CFI\LPL\G202.FC TR-98786 PR-21