

MT074330

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Madison
2300 Madison St
Klamath Falls, OR 97603

WHEN RECORDED MAIL TO:

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

2008-005246

Klamath County, Oregon



04/09/2008 03:01:36 PM

Fee: \$26.00

2008-005429

Klamath County, Oregon



04/14/2008 03:24:54 PM

Fee: \$36.00

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 8, 2008, is made and executed between ROBERT MICHAEL WAMPLER ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Madison, 2300 Madison St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 3, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 4, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE # M06-08777.

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 49600 HWY 62, FORT KLAMATH, OR 97626. The Real Property tax identification number is 3307-V0000-06600-000/3307-3500-00400-000.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED APRIL 3, 2008 IN THE PRINCIPAL AMOUNT OF \$125,217.00 (WITH A MATURITY DATE OF APRIL 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 endorser 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 APRIL 8, 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 Robert Michael Wampler
ROBERT MICHAEL WAMPLER

LENDER:

STERLING SAVINGS BANK

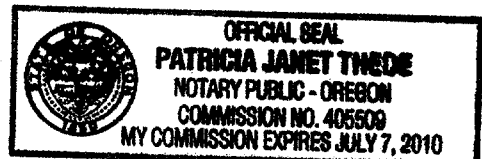
x Patricia Janet Thode
Authorized Officer

Re-recorded to add a legal description. Previously recorded in 2008-005246

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this day before me, the undersigned Notary Public, personally appeared ROBERT MICHAEL WAMPLER, 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 8th day of April, 2008.

By Patricia Janet Thode Residing at 2300 Madison St Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 7-7-10

26AMT

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
)COUNTY OF Klamath

On this 9th day of April, 20 08, before me, the undersigned Notary Public, personally appeared Patricia Janet Thede and known to me to be the Branch Manager, 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 Crystal KnokeNotary Public in and for the State of OregonResiding at 2300 Madison St. Klamath Falls, OR 97603
My commission expires 1/21/11

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A parcel of land situated in Sections 34 and 35, Township 33 South, Range 71/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of NW1/4 of NW1/4 of Section 35, Township 33 South, Range 71/2 East of the Willamette Meridian; thence South 7.64 chains; thence West in a straight line to the water edge of Wood River on the near side; thence upstream along said water edge of Wood River to North boundary of Lot 9 of Section 34 said Township and Range; thence East to the point of beginning.

EXCEPTING THEREFROM a portion of the NW1/4 of Section 35 and the NE1/4 of Section 34, Township 33 South, Range 71/2 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 of the NW1/4 of Section 35, Township 33 South, Range 71/2 East of the Willamette Meridian; thence South 89° 45' 11" West, along the North line of said Section 35, a distance of 1328.40 feet, more or less to the Northwest corner of said Section 35; thence South 89° 52' 28" West, along the North line of Section 34, Township 33 South, Range 71/2 East of the Willamette Meridian, a distance of 379.40 feet; thence South 00° 07' 32" East, a distance of 30.00 feet; thence North 89° 52' 28" East, on a line parallel to and 30.00 feet distant from the North line of Section 34, a distance of 379.50 feet, more or less to a point on the East line of said Section 34; thence North 89° 45' 11" East, on a line parallel to and 30.00 feet distance from the North line of said Section 35, a distance of 1328.44 feet, more or less to a point on the East line of the NW1/4 of the NW1/4 of said Section 35; thence North along the East line of the said NW1/4 of the NW1/4 a distance of 30.00 feet to the point of beginning.

Account No.: 3307-V0000-06600-000

Key No.: 76474

PARCEL 2:

A parcel of property located in the NE1/4 of the NW1/4 of Section 35, Township 33 South, Range 71/2 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning the West line of the NE1/4 of the NW1/4 of Section 35, Township 33 South, Range 71/2 East of the Willamette Meridian, said point of beginning being South, a distance of 30.00 feet from the Northwest corner of said NE1/4 of the NW1/4; thence South 00° 09' 55" East, along the Westerly line of said NE1/4 of the NW1/4, a distance of 229.5 feet; thence 89° 45' 11" East parallel with the North line of said NE1/4 of the NW1/4 a distance of 259.04 feet, more or less to a point on the Westerly right of way line of Highway #62; thence Northwest along said right of way line, a distance of 240.95 feet, more or less to a point 30.00 feet Southerly from the North line of the NE1/4 NW1/4 when measured at right angles to the North line of said NE1/4 of the NW1/4; thence South 89° 45' 11" West, on a line parallel to and 30.00 feet distance from the North line of said NE1/4 of the NW1/4, a distance of 185.6 feet, more or less to the point of beginning.

Account No.: 3307-v3500-00400-000

Key No.: 74733