

MFC13916 9501

RECORDATION REQUESTED BY:

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

2008-005431

Klamath County, Oregon



00044213200800054310030039

WHEN RECORDED MAIL TO:

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

04/14/2008 03:26:53 PM

Fee: \$31.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 11, 2008, is made and executed between LARRY GENE PRICE and VERNA CHRISTINE LOWELL, NOW KNOWN AS VERNA CHRISTINE FLESCHER, NOT AS TENANTS IN COMMON, BUT WITH FULL RIGHTS OF SURVIVORSHIP ("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 September 8, 2003 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 10, 2003 UNDER KLAMATH COUNTY AUDITOR'S FILE #M03 PAGE 67206-12.

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 1015 HOMEDALE RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R17029.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED APRIL 11, 2008 IN THE PRINCIPAL AMOUNT OF \$25,000.00 WITH A MATURITY DATE OF APRIL 11, 2038.

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 APRIL 11, 2008.

GRANTOR:

x LARRY GENE PRICE

x VERNA CHRISTINE LOWELL

LENDER:

STERLING SAVINGS BANK

x Rebecca Ruth  
Authorized Officer

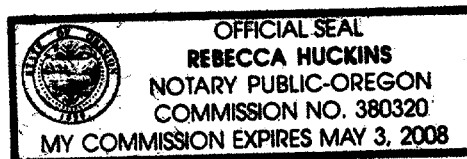
AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared LARRY GENE PRICE and VERNA CHRISTINE LOWELL, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11 day of April, 2008.

By Rebecca Huckins

Residing at 2300 Madison St. Klamath Falls

Notary Public in and for the State of Oregon

My commission expires 05-03-08

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 601160365

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LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 11<sup>th</sup> day of April, 2008, before me, the undersigned Notary Public, personally appeared Hebeana Rutz and known to me to be the Personal Banker II, 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 Knoke  
Notary Public in and for the State of Oregon

Residing at 2300 Madison St  
Klamath Falls OR 97603  
My commission expires 1/21/11

A tract of land being a portion of Lot 73, FAIR ACRES SUBDIVISION NO. 1, situated in the NE 1/4 SE 1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Lot 73, 155.0 feet North of the Southwest corner of said Lot 73; thence East parallel to the South line of said Lot 73, 250 feet; thence North parallel to the West line of said Lot 73, 174 feet, more or less, to a point on the North line of said Lot 73; thence West 250 feet to the Northwest corner of said Lot 73; thence South 174 feet to the point of beginning.

EXCEPTING that portion deeded to Klamath County by deed recorded December 5, 1963 in Book 349 at Page 511 for the widening of Homedale Road.