

MT013910-9424

RECORDATION REQUESTED BY:

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

2008-008351

Klamath County, Oregon



00047642200800083510020023

06/09/2008 11:32:20 AM

Fee: \$26.00

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 June 6, 2008, is made and executed between KENNETH M SCHELL and SYLVIA D SCHELL, HUSBAND AND WIFE ("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 November 24, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED NOVEMBER 27, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006023592.

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

ALL OF THAT CERTAIN REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WAY APPERTAINING, SITUATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: PARCELS 1, 2 AND 3 OF LAND PARTITION 19-03, SITUATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR. 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 5460 REEDER RD, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R597429.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED JUNE 6, 2008 IN THE PRINCIPAL AMOUNT OF \$84,000.00 (WITH A MATURITY DATE OF JUNE 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 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 JUNE 6, 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 Kenneth M Schell
KENNETH M SCHELL

x Sylvia D Schell
SYLVIA D SCHELL

LENDER:

STERLING SAVINGS BANK

x Rebecca Rutz
Authorized Officer

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

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared KENNETH M SCHELL and SYLVIA D SCHELL, 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 06 day of June, 20 08.

By Rebecca Rutz Residing at 2300 Madison St. Klamath Falls
Notary Public in and for the State of Oregon My commission expires May 3, 12

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 6th day of June, 20 08, before me, the undersigned Notary Public, personally appeared Rebecca Butz and known to me to be the Personal Banker, 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 [Signature]
Notary Public in and for the State of Oregon

Residing at 2300 Madison St, Klamath Falls
OR 97603
My commission expires 1-21-2011

Unofficial Copy