

UTC13916-91099

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls - Campus
2420 Dahlia St
Klamath Falls, OR 97601

2008-010108

Klamath County, Oregon



00049744200800101080020026

WHEN RECORDED MAIL TO:

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

07/14/2008 03:30:28 PM

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 July 14, 2008, is made and executed between HILDA JOHANN, TRUSTEE OF THE JOHANN FAMILY LIVING TRUST, DATED MAY 4, 2001 ("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 September 6, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 6, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE #2007015758.

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

THAT CERTAIN CONDOMINIUM UNIT, SITUATED IN FALCON HEIGHTS CONDOMINIUMS, STAGE 1, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR APPERTAINING, SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: FALCON HEIGHTS CONDOMINIUM, STAGE 1, UNIT NUMBER 10740 (KINCHELOE AVENUE).

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 10740 KINCHELOE AVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R883626; MTL: R-3909-03400-90064.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED JULY 14, 2008 IN THE PRINCIPAL AMOUNT OF \$75,000.00 (WITH A MATURITY DATE OF JULY 14, 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 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 JULY 14, 2008.

GRANTOR:

JOHANN FAMILY LIVING TRUST, DATED MAY 4, 2001

By: Hilda L. Johann
HILDA JOHANN, Trustee of JOHANN FAMILY
LIVING TRUST, DATED MAY 4, 2001

LENDER:

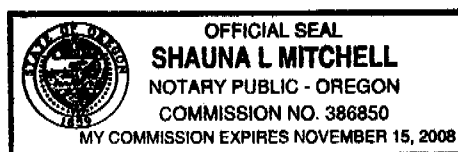
STERLING SAVINGS BANK

x Carmen J. Bebock
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.

2008-010108

TRUST ACKNOWLEDGMENT

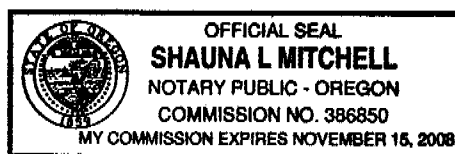
STATE OF OREGONCOUNTY OF KLAMATH)
) SS
)

On this 14th day of July, 2008, before me, the undersigned Notary Public, personally appeared HILDA JOHANN, Trustee of JOHANN FAMILY LIVING TRUST, DATED MAY 4, 2001, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Shauna L Mitchell
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OregonMy commission expires 11/15/2008

LENDER ACKNOWLEDGMENT

STATE OF OREGONCOUNTY OF KLAMATH)
) SS
)

On this 14th day of July, 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 Mitchell
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OregonMy commission expires 11/15/2008