

2008-013094

Klamath County, Oregon



00053492200800130940020021

09/19/2008 11:35:00 AM

Fee: \$26.00

RECORDATION REQUESTED BY:

Sterling Savings Bank  
Klamath Falls - Main  
540 Main St  
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

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

1st 1043689

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 18, 2008, is made and executed between TIM M AMUCHASTEGUI and CECELIA M AMUCHASTEGUI, AS TENANTS BY THE ENTIRETY ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 17, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED MAY 17, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE # 2007-009097.

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

LOT 1 IN BLOCK 3 OF TRACT 1263, QUAIL RIDGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 1730 QUAIL RIDGE DRIVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R872037.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED SEPTEMBER 18, 2008 IN THE PRINCIPAL AMOUNT OF \$406,200.00 WITH A MATURITY DATE OF SEPTEMBER 18, 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 SEPTEMBER 18, 2008.

GRANTOR:

X [Signature]  
TIM M AMUCHASTEGUI

X [Signature]  
CECELIA M AMUCHASTEGUI

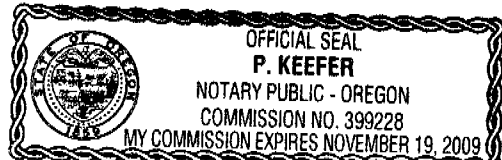
LENDER:

STERLING SAVINGS BANK

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared TIM M AMUCHASTEGUI and CECELIA M AMUCHASTEGUI, 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 18th day of September, 2008.  
By [Signature] Residing at Klamath Falls, Oregon  
Notary Public in and for the State of Oregon My commission expires November 19, 2009

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 601206374

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LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 )  
COUNTY OF Klamath ) SS  
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On this 15th day of September, 20 08, before me, the undersigned Notary Public, personally appeared P. Keefer and known to me to be the authorized office, 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 Heidi Anderson  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR  
My commission expires 2/19/12

Unofficial Copy