

WTC 13910-9181

2008-015465

Klamath County, Oregon

RECORDATION REQUESTED BY:

BANK OF EASTERN OREGON
MORTGAGE DIVISION
269 N. MAIN STREET
P O BOX 39
HEPPNER, OR 97836



00056316200800154650020028

WHEN RECORDED MAIL TO:

BANK OF EASTERN OREGON
PO BOX 39
279 N MAIN
HEPPNER, OR 97836

11/17/2008 10:57:46 AM

Fee: \$26.00

SEND TAX NOTICES TO:

ANTHONY GILIBERTO
JENNIFER L GILIBERTO
907 S BEL AIRE DRIVE
BURBANK, CA 91501

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 22, 2008, is made and executed between ANTHONY GILIBERTO, whose address is 907 S BEL AIRE DRIVE, BURBANK, CA 91501 and JENNIFER L GILIBERTO, whose address is 907 S BEL AIRE DRIVE, BURBANK, CA 91501 ("Grantor") and BANK OF EASTERN OREGON, whose address is MORTGAGE DIVISION, 269 N. MAIN STREET, P O BOX 39, HEPPNER, OR 97836 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 24, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

RECORDED IN KLAMATH COUNTY ON 11/06/2007 IN BOOK #2007-019007.

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

LOT 187, TRACT 1496, RIDGEWATER SUBDIVISION PHASE 1, 1ST ADDITION, 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 1095 PAPER BIRCH WAY, KLAMATH FALLS, OR 97601.

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

TO EXTEND MATURITY DATE FROM 9/29/2008 TO 1/29/2009. TO CHANGE PAYMENT FROM MONTHLY INTEREST PAYMENTS TO ALL DUE AND PAYABLE AT MATURITY.

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 OCTOBER 22, 2008.

GRANTOR:

X
ANTHONY GILIBERTO

JENNIFER L GILIBERTO

LENDER:

BANK OF EASTERN OREGON

X
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles) SS

On this day before me, the undersigned Notary Public, personally appeared ANTHONY GILIBERTO and JENNIFER L GILIBERTO, 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.

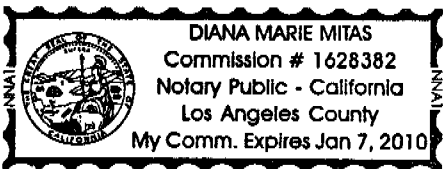
Given under my hand and official seal this 5 day of November, 2008.

By Diana Marie Mitas

Residing at Burbank

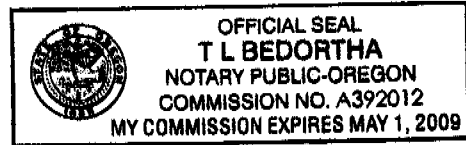
Notary Public in and for the State of California

My commission expires 1.7.2010



26amt

LENDER ACKNOWLEDGMENT

STATE OF OREGONCOUNTY OF MORROW)
) SS
)

On this 10th day of November, 2008, before me, the undersigned Notary Public, personally appeared Melissa Lindsay and known to me to be the Vice President, authorized agent for **BANK OF EASTERN OREGON** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF EASTERN OREGON**, duly authorized by **BANK OF EASTERN OREGON** 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 **BANK OF EASTERN OREGON**.

By T L Bedortha
Notary Public in and for the State of Oregon

Residing at Heppner
My commission expires 5-1-2009