

2008-016085

Klamath County, Oregon

## RECORDATION REQUESTED BY:

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



00057074200800160850020023

12/04/2008 02:57:17 PM

Fee: \$26.00

## WHEN RECORDED MAIL TO:

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

1st 2008

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 3, 2008, is made and executed between DIANA L BOYD and EARL H BOYD JR, HUSBAND AND WIFE ("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 January 27, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 27, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE # M06-01712.

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

ALL THAT PARCEL OF LAND IN COUNTY OF KLAMATH, STATE OF OREGON AS MORE FULLY DESCRIBED IN BOOK M97 PAGE 24818 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 23 OF LANDIS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. 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 3853 CLINTON AVE, KLAMATH FALLS, OR 97603. The Real Property tax identification number is R-3909-010DA-01600-000.

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

TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED DECEMBER 3, 2008 IN THE PRINCIPAL AMOUNT OF \$164,000.00 (WITH A MATURITY DATE OF 12-16-2028).

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 DECEMBER 3, 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 *Diana L Boyd*  
DIANA L BOYD

X *Earl H Boyd Jr*  
EARL H BOYD JR

LENDER:

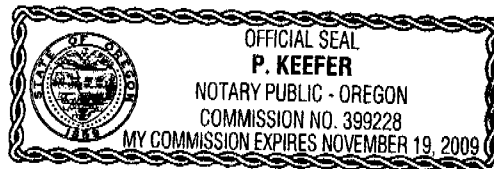
STERLING SAVINGS BANK

X *[Signature]*  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Oregon*  
COUNTY OF *Klamath*

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared DIANA L BOYD and EARL H BOYD JR, 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 *3rd* day of *December*, 20*08*  
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: 701215821

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LENDER ACKNOWLEDGMENT

STATE OF

Oregon

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COUNTY OF

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On this 3rd day of November, 2008, before me, the undersigned Notary Public, personally appeared Pamela Seeger and known to me to be the personal bank 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

Wendy S Gordon

Notary Public in and for the State of

Oregon

Residing at

540 Main St, KFO 97601

My commission expires

2-21-2012