

2009-011204

Klamath County, Oregon

## RECORDATION REQUESTED BY:

Sterling Savings Bank  
Klamath Falls Commercial Banking Center  
540 Main St  
Klamath Falls, OR 97601



00071369200900112040020029

08/20/2009 02:50:35 PM

Fee: \$26.00

## WHEN RECORDED MAIL TO:

Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210

## SEND TAX NOTICES TO:

LARRY L PASCHKE  
MARY ANN PASCHKE  
PO BOX 827  
MERRILL, OR 97633-0827

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1st 885051

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 18, 2009, is made and executed between LARRY L PASCHKE and MARY ANN PASCHKE, AS TENANTS BY THE ENTIRETY ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 26, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED SEPTEMBER 29, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-019641.

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

THE SE 1/4 OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO UNITED STATE OF AMERICA BY DEED DATED JANUARY 28, 1909, RECORDED MARCH 5, 1909 IN BOOK 25 PAGE 571, DEED RECORDS OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 16685 ANDERSON, MERRILL, OR 97633. The Real Property tax identification number is 100394; 201100.

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

THE MATURITY DATE SHALL BE EXTENDED TO OCTOBER 15, 2011.

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.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

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 AUGUST 18, 2009.

GRANTOR:

x Larry Paschke  
LARRY L PASCHKE

x Mary Ann Paschke  
MARY ANN PASCHKE

LENDER:

STERLING SAVINGS BANK.

x Kit Lupinski  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

)  
) SS  
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On this day before me, the undersigned Notary Public, personally appeared LARRY L PASCHKE and MARY ANN PASCHKE, 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 20 day of August, 2009.

By Joanne L Johnson

Residing at 206 E Front St Merrill

Notary Public in and for the State of Oregon

My commission expires May 17, 2012

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9001

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LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Clatsop )



On this 20th day of August, 20 09, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Catherine L. Smeltzer Residing at Clatsop Falls, OR  
Notary Public in and for the State of Oregon My commission expires July 5, 2010

Unofficial  
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