

NJC 13916-9713

2009-011894  
Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank  
Klamath Falls - Madison  
2300 Madison St  
Klamath Falls, OR 97603



00072190200900118940020020

09/04/2009 11:20:10 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

THOMAS EDWARD JOHNSON  
BECKY JOHNSON  
48211 WILLOW VALLEY RD  
BONANZA, OR 97623

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 26, 2009, is made and executed between THOMAS EDWARD JOHNSON and BECKY JOHNSON, HUSBAND AND WIFE ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls - Madison, 2300 Madison St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 11, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED AUGUST 14, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #2006-016336.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as NKA HWY 140 E, BEATTY, OR 97621. The Real Property tax identification number is R-3612-03300-01900-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: BORROWER SHALL BE AMENDED TO THOMAS EDWARD JOHNSON AND BECKY JOHNSON.

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED AUGUST 26, 2009 IN THE PRINCIPAL AMOUNT OF \$10,000.00.

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 endorers 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 AUGUST 26, 2009.

GRANTOR:

x Thomas E. Johnson  
THOMAS EDWARD JOHNSON

Becky Johnson  
BECKY JOHNSON

LENDER:

STERLING SAVINGS BANK

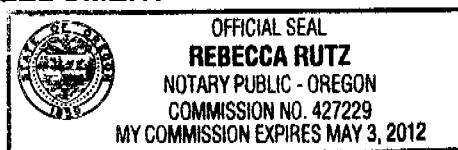
x Rebecca Ruth  
Authorized Officer

AMERITITLE has recorded this instrument by request as an accommodation 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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared THOMAS EDWARD JOHNSON, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of August, 2009.  
By Rebecca Ruth Residing at 2300 Madison St. Klamath Falls  
Notary Public in and for the State of Oregon My commission expires May 3, 2012

26 Amt

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)



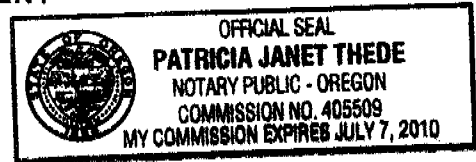
On this day before me, the undersigned Notary Public, personally appeared **BECKY JOHNSON**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 03 day of September, 20 09.  
By Rebecca Rutz Residing at 2300 Madison St Klamath Falls  
Notary Public in and for the State of Oregon My commission expires May 3, 2012

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)



On this 3rd day of September, 20 09, before me, the undersigned Notary Public, personally appeared Rebecca Rutz and known to me to be the Financial Services Spt 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 Patricia Janet Thede Residing at 2300 Madison St Klamath Falls, OR  
Notary Public in and for the State of Oregon My commission expires 7-7-10