

04 JUN 23 PM 2:53

NJC-65536KR

Vol M04 Page 40549

RECORDATION REQUESTED BY:

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 06/23/2004 2:53 P m  
Vol M04 Pg 40549-51  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 3

WHEN RECORDED MAIL TO:

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 17, 2004, is made and executed between DoubleDown Investments, LLC, an Oregon Limited Liability Company ("Grantor") and South Valley Bank & Trust, Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 20, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded August 24, 1999, in the office of the Klamath County Clerk, in Volume M99, Page 34224. Modified on August 29, 2001, recorded on September 28, 2001 in the office of the Klamath County Clerk in Volume M01, Page 49572.

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

See Exhibit A, 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 5441 S. 6th. St., Klamath Falls, OR 97603.

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

To renew and extend the payment terms on note #630148327 after reducing the lien down to \$950,000.00 and splits off the balance to the other partner Dan Zakour.

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 JUNE 17, 2004.

GRANTOR:

DOUBLEDOWN INVESTMENTS, LLC

By: Kenneth J. Grassman  
Kenneth J. Grassman, Member of DoubleDown Investments, LLC

LENDER:

SOUTH VALLEY BANK & TRUST

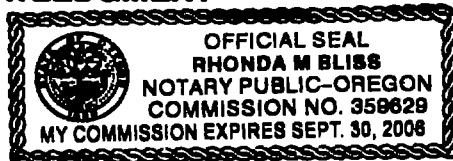
x Jeffrey Beufel  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Marion

)  
) ss  
)



On this 21st day of June, 20 04, before me, the undersigned Notary Public, personally appeared Kenneth J. Grassman, Member of DoubleDown Investments, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Rhonda M Bliss

Residing at Salem, OR

Notary Public in and for the State of Oregon

My commission expires 9.30.2006

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MODIFICATION OF DEED OF TRUST  
(Continued)

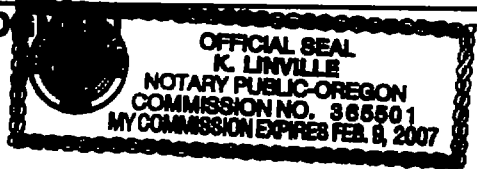
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Page 2

LENDER ACKNOWLEDG

STATE OF Oregon  
COUNTY OF Lincoln

)  
) ss  
)



On this 23 day of June, 2004, before me, the undersigned Notary Public, personally appeared Jeffrey S. Blalock and known to me to be the Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By K. Linville  
Notary Public in and for the State of Oregon

Residing at Shawnee Falls  
My commission expires 2-7-07

**EXHIBIT A**

**40551**

Tract No. 4, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission, by instrument recorded August 28, 1964, in Volume 355, page 578, Deed Records of Klamath County, Oregon

**DOUBLEDOWN INVESTMENTS, LLC**

BY: Kenneth J. Grassman  
**KENNETH J. GRASSMAN, MEMBER**