

04 AUG 26 AM 10:56

MTK-1396-6211

Vol M04 Page 56703

RECORDATION REQUESTED BY:

Columbia River Bank
Hermiston Branch
P O Box 827
1033 S Hwy. 395
Hermiston, OR 97838

State of Oregon, County of Klamath
Recorded 08/26/04 10:56 a m
Vol M04 Pg 56703-4
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 2

WHEN RECORDED MAIL TO:

Columbia River Bank
Hermiston Branch
P O Box 827
1033 S Hwy. 395
Hermiston, OR 97838

SEND TAX NOTICES TO:

WRMS L.L.C.
2154 SHERIDAN PLACE
RICHLAND, WA 99352

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 31, 2003, is made and executed between WRMS L.L.C., whose address is 2154 SHERIDAN PLACE, RICHLAND, WA 99352 ("Grantor") and Columbia River Bank, Hermiston Branch, P O Box 827, 1033 S Hwy. 395, Hermiston, OR 97838 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 31, 1998 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED IN KLAMATH COUNTY 10/1/1998 VOL. M98 PAGE 36270, 12/3/1998, VOL. M98 PAGE 44307, VOL. M00 PAGE 20583.

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

See SEE ATTACHED LEGAL DESCRIPTION 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 22325 STATELINE ROAD, MERRILL, OR 97533. The Real Property tax identification number is 4111-1500-1300

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

INCREASE PRINCIPAL AMOUNT TO \$4,900,000.00, CORRECT MATURITY DATE TO NOVEMBER 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.

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 JULY 31, 2003.

GRANTOR:

WRMS L.L.C.

By: Michael D Thornton
MICHAEL D (MIKE) THORNTON, Member of WRMS L.L.C.

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.

LENDER:

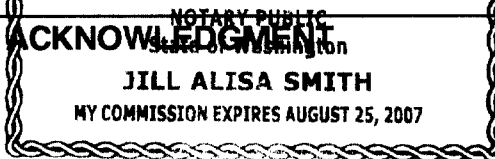
x Larry F. Ellis
Authorized Officer

LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Benton



On this 1st day of August, 20 03, before me, the undersigned Notary Public, personally appeared MICHAEL D (MIKE) THORNTON, Member of WRMS L.L.C., 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: Jill Alisa Smith
Notary Public in and for the State of Washington

Residing at Pennewick, WA
My commission expires 8/25/07

2600.00
1100.00

MODIFICATION OF DEED OF TRUST
(Continued)

56704

Loan No: 49367R

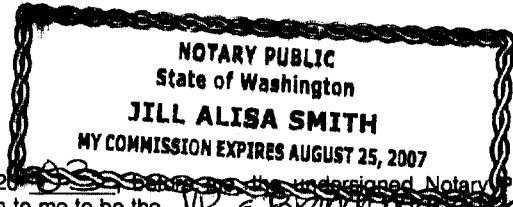
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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Benton

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On this 1st day of August, 2006, ~~Benton~~ Thomas G. Gilcrease appeared before me, the undersigned Notary Public, personally 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 Jill A. Smith

Residing at Kennelworth WA

Notary Public in and for the State of Washington

My commission expires 8/25/07