

mtc - 45341 TA

RECORDATION REQUESTED BY:

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

State Of Oregon, County Of Klamath

M05-63271

08/31/2005 03:16:13 PM

Of Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

DON PURIO, INC
3245 HOMEDALE RD
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 25, 2005, is made and executed between between DON PURIO, INC, whose address is 3245 HOMEDALE RD, KLAMATH FALLS, OR 97603 ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Business Banking, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 26, 2004 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JUNE 1, 2004 UNDER KLAMATH COUNTY AUDITOR'S VOL. M04, PAGE 35047.

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

LOTS 4 AND 5 IN BLOCK 2, OF TRACT NO. 1174, COLLEGE INDUSTRIAL PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 3122 CENTURY DR, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-017C0-00400-000; 3809-017C0-00300-000.

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


TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED AUGUST 25, 2005 IN THE PRINCIPAL AMOUNT OF \$350,000.00 WITH A MATURITY DATE OF AUGUST 10, 2016 .

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 25, 2005.

GRANTOR:

DON PURIO, INC

By: 
DONALD L PURIO, President/Secretary of DON
PURIO, INC

LENDER:

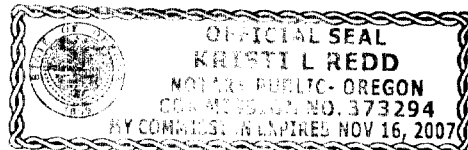
STERLING SAVINGS BANK

X _____
Authorized Officer

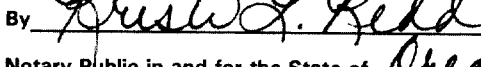
CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this 8/31/2005 day of 20, before me, the undersigned Notary Public, personally appeared DONALD L PURIO, President/Secretary of DON PURIO, INC, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: 
Notary Public in and for the State of Oregon

Residing at Klamath County, Oregon
My commission expires 11/16/2007

2600

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6001

Page 2

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____