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**M06-06476**

Klamath County, Oregon

04/04/2006 11:51:52 AM

Pages 2 Fee: \$26.00

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JONES BROS. LLC  
PO BOX 1346  
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 March 23, 2006, is made and executed between between JONES BROS. LLC ("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 March 7, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

**RECORDED MARCH 14, 2006 UNDER KLAMATH COUNTY AUDITOR'S FILE #M06-04566.**

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

**REAL PROPERTY IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT NORTH 38°56' EAST 112 FEET DISTANCE FROM THE NORTHEASTERLY CORNER OF BLOCK 78 OF KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS; THENCE NORTH 38°56' EAST 52 FEET; THENCE SOUTH 51°4' EAST 100 FEET; THENCE SOUTH 38°56' WEST 52 FEET; THENCE NORTH 51°4' WEST 100 FEET TO THE PLACE OF BEGINNING; CORRESPONDING TO WHAT IS KNOWN AS LOT 4 OF BLOCK 79 OF KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, OREGON**

The Real Property or its address is commonly known as 808 KLAMATH AVE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 414224.

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

**LINE OF CREDIT DEED OF TRUST IS HEREBY AMENDED AS FOLLOWS: THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE NOTE IS \$211,530.70.**

**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 endorser 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 MARCH 23, 2006.**

**GRANTOR:**

JONES BROS. LLC

By:

STAN LANGDON, Member of JONES BROS. LLC

By:

BRYAN IRWIN, Member of JONES BROS. LLC

**LENDER:**

STERLING SAVINGS BANK

Authorized Officer

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6001

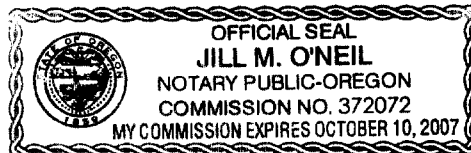
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 27 day of March, 2006, before me, the undersigned Notary Public, personally appeared **STAN LANGDON, Member of JONES BROS. 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 Jill M. O'Neil  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires 10/10/07

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 4 day of April, 2006, before me, the undersigned Notary Public, personally appeared **BRYAN IRWIN, Member of JONES BROS. 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 [Signature]  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires 11-7-09

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 24 day of March, 2006, before me, the undersigned Notary Public, personally appeared Bethanie Halvorson and known to me to be the BUSINESS BANKING Officer, 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 [Signature]  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires 11-7-09