

2006-021630

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00007381200600216300030031

10/27/2006 11:18:45 AM

Fee: \$31.00

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

MTC17345

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated October 24, 2006, is made and executed between Millennium Group,, LLC, whose address is PO Box 233, Klamath Falls, OR 97601 ("Grantor") and South Valley Bank & Trust, whose address is 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 13, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded September 16, 2002 in the Office of the Klamath County Clerk, in Volume M02, Page 52615.

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 3815 S 6th St., Klamath Falls, OR 97603.

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

Increase the loan from \$2,000,000.00 to \$2,350,000.00 and extend the maturity 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 OCTOBER 24, 2006.

GRANTOR:

MILLENNIUM GROUP,, LLC

By: Mark R. Wendt  
Mark R. Wendt, Member of Millennium Group,, LLC

By: Frank M Reskin  
Frank M Reskin, Member of Millennium Group,, LLC

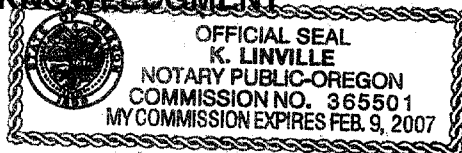
LENDER:

SOUTH VALLEY BANK & TRUST

x Jeffrey S. Bradford, v.p.  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS )



On this 24 day of October, 2006, before me, the undersigned Notary Public, personally appeared Mark R. Wendt, Member; Frank M Reskin, Member of Millennium Group,, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

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

Residing at Klamath Falls,  
My commission expires 2-9-07

31.00



MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Harney

)  
) SS  
)



On this 24 day of October, 20 06, before me, the undersigned Notary Public, personally appeared Jeffrey S. Blagoder and known to me to be the Vice President of South Valley Bank, 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 Harney Falls

My commission expires 2-9-07

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

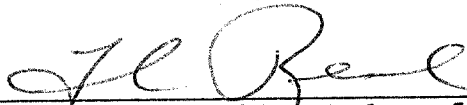
Lots 85 thru 91, inclusive together with the 10 foot vacated walkway, lying between Lots 86 and 87, also together with the 40 feet wide private service road easement lying adjacent to above lots as designated on the plat, all in BALSIGER TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**PARCEL 2**

Lots 92 thru 98 inclusive, together with the 40 foot wide private service road easement lying adjacent to above lots as designated on the plat, all in BALSIGER TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



**Mark R. Wendt, Member of Millennium Group, LLC**



**Frank M. Reskin, Member of Millenium Group, LLC**

JB