

2006-021758
Klamath County, Oregon



10/30/2006 03:25:20 PM

Fee: \$26.00

RECORDATION REQUESTED BY:

CASS COMMERCIAL BANK
13001 Hollenberg Drive
Bridgeton, MO 63044

WHEN RECORDED MAIL TO:

CASS COMMERCIAL BANK
13001 Hollenberg Drive
Bridgeton, MO 63044

MTC 1394-8194

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2006, is made and executed between NEW HORIZON CHRISTIAN FELLOWSHIP, whose address is 1909 Homedale Road, Klamath Falls, OR 97603 (referred to below as "Grantor") and CASS COMMERCIAL BANK, whose address is 13001 Hollenberg Drive, Bridgeton, MO 63044 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 2006 (the "Mortgage") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded May 23, 2006, in the Recorder's Office of the County of Klamath, State of Oregon, in Volume M06 Page 10409.

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

PARCEL 1

Parcels 1, 2 and 3 of Land Partition 28-95 in Lot 9 of VICORY ACRES, situated in the NE1/4 NE 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3909-002AA-06200-000 Key No: 511020
Tax Account No: 3909-002AA-06201-000 Key No: 880200
Tax Account No: 3909-002AA-06202-000 Key No: 880201.

The Real Property or its address is commonly known as 1825 Homedale Road, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-002AA-06200-000; 3909-002AA-06201-000; and 3909-002AA-06202-000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Definition of "Note" is modified as follows:

Note. The word "Note" means the promissory note(s) dated October 1, 2006, in the original principal amount(s) of \$935,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note(s) or agreement(s).

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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.

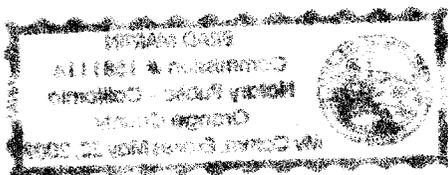
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 2006.

GRANTOR:

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.

NEW HORIZON CHRISTIAN FELLOWSHIP

By: Michael G. Voight
Michael G. Voight, President of NEW HORIZON CHRISTIAN FELLOWSHIP



240

MODIFICATION OF MORTGAGE
(Continued)

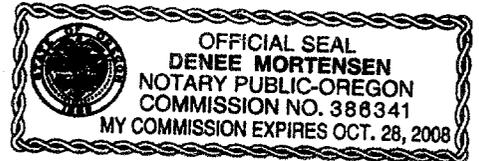
LENDER:

CASS COMMERCIAL BANK

x Chris R. Dimond
Chris R. Dimond, Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 19 day of October, 2006, before me, the undersigned Notary Public, personally appeared Michael G. Voight, President of NEW HORIZON CHRISTIAN FELLOWSHIP, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage 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 Denee Mortensen Residing at Klamath County, OR
Notary Public in and for the State of Oregon My commission expires Oct 28, 2008

LENDER ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Orange)

On this 17th day of October, 2006, before me, the undersigned Notary Public, personally appeared Chris R. Dimond and known to me to be the Regional 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 Brad Martin Residing at Orange CA
Notary Public in and for the State of California My commission expires May 22, 2009

