

MTCT3087
RECORDATION REQUESTED BY:

Bank of the Cascades
Medford Branch
1220 Corona, Suite 201
Medford, OR 97504

2007-001808
Klamath County, Oregon



02/01/2007 11:58:39 AM

Fee: \$36.00

WHEN RECORDED MAIL TO:

Bank of the Cascades
Medford Branch
1220 Corona, Suite 201
Medford, OR 97504

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 26, 2007, is made and executed between AUTUMN ONE FAMILY LIMITED PARTNERSHIP, AN OREGON LIMITED PARTNERSHIP, AS TO UNDIVIDED 1/2 INTEREST, whose address is 190 N ROSS LANE, MEDFORD, OR 97501 and RANDALL SIMONSON, DOING BUSINESS AS COMMERCIAL REDEVELOPMENT CO., AN OREGON ASSUMED BUSINESS NAME, AS TO AN UNDIVIDED 1/2 INTEREST, whose address is 2861 PINECREST COURT, MEDFORD, OR 97504 ("Grantor") and Bank of the Cascades, whose address is Medford Branch, 1220 Corona, Suite 201, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 25, 2006 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded May 15, 2006 as Document #M06-09745 Klamath County Official Records.

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 3267 WASHBURN WAY, KLAMATH FALLS, OR 97601. The Real Property tax identification number is #3909-010BB-00201-000, #00207-000.

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

Increase amount to \$660,000.00.


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 JANUARY 26, 2007.

GRANTOR:

AUTUMN ONE FAMILY LIMITED PARTNERSHIP

By:


JOHN E. BATZER, General Partner of AUTUMN ONE
FAMILY LIMITED PARTNERSHIP

X


RANDALL SIMONSON, Individually

36⁰⁰

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 300006643

Page 2

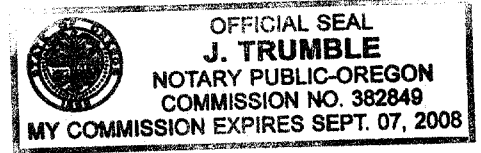
LENDER:

BANK OF THE CASCADES

X [Signature]
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF JACKSON)



On this 31st day of JANUARY, 2007, before me, the undersigned Notary Public, personally appeared **JOHN E BATZER, General Partner of AUTUMN ONE FAMILY LIMITED PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By [Signature] Residing at MEDFORD OR
Notary Public in and for the State of OREGON My commission expires 9-7-08

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF JACKSON)



On this day before me, the undersigned Notary Public, personally appeared **RANDALL SIMONSON**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of JANUARY, 2007.
By [Signature] Residing at MEDFORD OR
Notary Public in and for the State of OREGON My commission expires 9-7-08

MODIFICATION OF DEED OF TRUST
(Continued)

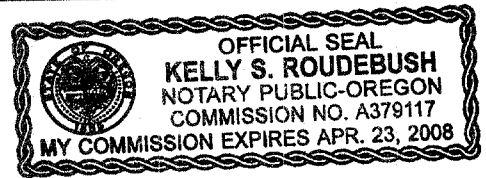
Loan No: 300006643

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

)
) SS
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On this 31st day of January, 20 07, before me, the undersigned Notary Public, personally appeared Jason Cox and known to me to be the Commercial Loan 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 Kelly S. Roudebush
Notary Public in and for the State of Oregon

Residing at Medford, OR
My commission expires April 23, 2008

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

Parcel 2 of Land Partition 34-04 being a replat of Parcel 2 of Land Partition 46-02, situated in the NW1/4 NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL B

Parcels 1 and 2 of Land Partition 18-06 being a replat of Parcel 3 of Land Partition 34-04 being a replat of Parcel 2 of Land Partition 46-02, situated in the NW1/4 NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.