

MFC 68584

**RECORDATION REQUESTED BY:**

People's Bank of Commerce  
Main Branch  
750 Biddle Rd  
Medford, OR 97504

2007-013633

Klamath County, Oregon



08/01/2007 03:17:53 PM

Fee: \$26.00

**WHEN RECORDED MAIL TO:**

People's Bank of Commerce  
Main Branch  
750 Biddle Rd  
Medford, OR 97504

**SEND TAX NOTICES TO:**

Doubledown Investments, LLC  
8212 SW Ashford Street  
Tigard, OR 97224

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated July 1, 2007, is made and executed between Doubledown Investments, LLC, whose address is 8212 SW Ashford Street, Tigard, OR 97224 ("Grantor") and People's Bank of Commerce, whose address is Main Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 25, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded March 28, 2005 in Volume MO5 page 20396-402.

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

Tract No. 4, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission, by instrument recorded August 28, 1964 in Volume 335, page 578, Deed Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 5441 S 6th Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-002AD-08900-000.

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

Extend maturity date from July 1, 2007 to September 15, 2007.

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, 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 JULY 1, 2007.

GRANTOR:

DOUBLEDOWN INVESTMENTS, LLC

By: Kenneth Grassman  
Kenneth Grassman, Member of Doubledown Investments, LLC

LENDER:

PEOPLE'S BANK OF COMMERCE

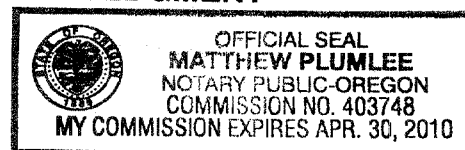
x [Signature]  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF OREGON

COUNTY OF WASHINGTON

)  
) SS  
)



On this 27<sup>th</sup> day of JULY, 20 07, before me, the undersigned Notary Public, personally appeared Kenneth Grassman, Member of Doubledown Investments, 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.

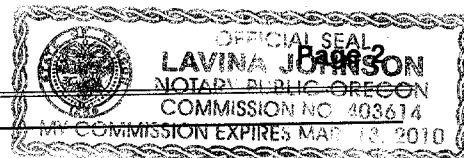
By [Signature]  
Notary Public in and for the State of OREGON

Residing at TIGARD, OREGON  
My commission expires 4-30-2010

26

Loan No: 10603

MODIFICATION OF DEED OF TRUST  
(Continued)



LENDER ACKNOWLEDGMENT



STATE OF Oregon )  
COUNTY OF Jackson ) SS  
)

On this 30<sup>th</sup> day of July, 2007, before me, the undersigned Notary Public, personally appeared Missy Berman 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 Lavina Johnson  
Notary Public in and for the State of Oregon

Residing at 750 Biddle Rd, Medford, OR 97504  
My commission expires 3/13/10