

MT0396-9094

RECORDATION REQUESTED BY:

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

2007-018046

Klamath County, Oregon



00033548200700180460020023

10/18/2007 03:34:51 PM

Fee: \$26.00

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 16, 2007, is made and executed between between Klamath Medical Clinic Building, LLC ("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 December 8, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on December 11, 2006, in the Office of the Klamath County Clerk, No. 2006-024472, Modified on February 13, 2007, recorded March 5, 2007 in the Office of the Klamath County Clerk, No. 2007-003676. Modified on July 25, 2007, recorded July 27, 2007 in the Office of the Klamath County Clerk, No. 2007-0013311.

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 1905 Main Street, Klamath Falls, OR 97601.

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

Increase the line from \$360,000 to \$390,000.00 .

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 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 16, 2007.

GRANTOR:

KLAMATH MEDICAL CLINIC BUILDING, LLC

By: Randal A Machado MD, Member of Klamath Medical Clinic Building, LLC

By: David Dasso MD, Member of Klamath Medical Clinic Building, LLC

LENDER:

SOUTH VALLEY BANK & TRUST

x: Angela M. Bailey
Authorized Officer

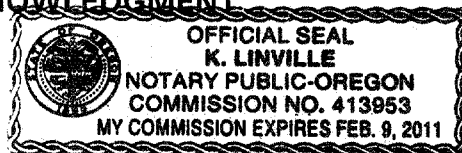
AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 16 day of October, 2007, before me, the undersigned Notary Public, personally appeared Randal A Machado MD, Member; David Dasso MD, Member of Klamath Medical Clinic Building, 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 2-9-2011

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MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

LENDER ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Lanath

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On this 16 day of October, 2007, before me, the undersigned Notary Public, personally appeared Commercial Loan Officer and known to me to be the Signature in Blue, 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 Lanath Falls

My commission expires 2-9-11

