

2007-021351

Klamath County, Oregon

NTC 77315

**RECORDATION REQUESTED BY:**

Umpqua Bank  
Tehama Commercial Loan Center  
C/O Loan Support Services  
PO Box 1580  
Roseburg, OR 97470



00037461200700213510040040

12/24/2007 11:28:01 AM

Fee: \$36.00

**WHEN RECORDED MAIL TO:**

Umpqua Bank  
PO BOX 1580  
Roseburg, OR 97470

**SEND TAX NOTICES TO:**

Robert Stayer  
P. O. Box 538  
Paynes Creek, CA 96075

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated December 20, 2007, is made and executed between Robert A. Stayer ("Trustor") and Umpqua Bank, whose address is Tehama Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated October 20, 2006 (the "Deed of Trust") which has been recorded in Klamath County County, State of Oregon, as follows:

Recorded on October 30, 2006 in Instrument No. 2006-021761 in the Official Records of Klamath County, Oregon. The Current Loan Obligation may have been previously modified, and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County 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 NSA, OR.

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

Increase Loan amount to \$250,000.00 and extend Maturity date to December 5, 2017.

**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.

**ATTORNEY FEES AND EXPENSES.** The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

**APPRAISAL.** If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

**VENUE.** The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of California. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Sacramento County, California except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 68715656

jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 20, 2007.

TRUSTOR:

X [Signature]  
Robert Stayer

LENDER:

UMPQUA BANK

X [Signature]  
Authorized Officer

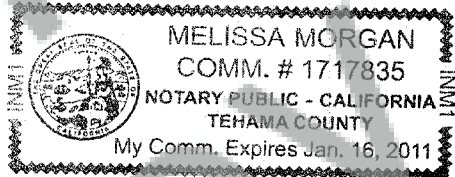
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Tehama )

On December 21, 2007 before me, Melissa Morgan, Notary Public  
(here insert name and title of the officer)

personally appeared Robert Stayer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Melissa Morgan, Notary Public

(Seal)

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 68715656

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CERTIFICATE OF ACKNOWLEDGMENT

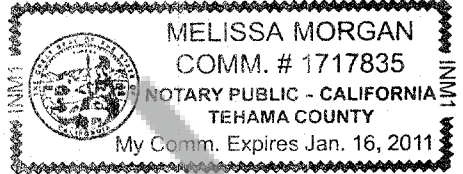
STATE OF California )  
 ) SS  
COUNTY OF Tehama )

On December 21, 2007 before me, Melissa Morgan, Notary Public  
(here insert name and title of the officer)

personally appeared John Rayl personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Melissa Morgan, Notary Public



(Seal)

Unofficial Copy

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

PARCEL 1

The NE1/4 lying East of the railroad in Section 12, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2

The SE1/4 lying East of the railroad in Section 12, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3

The N1/2 NE1/4 of Section 7, Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4

The E1/2 of the NW1/4 and Government Lots 1 and 2 in Section 7, Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 5

The S1/2 of the NE1/4 of Section 7, Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 6

The E1/2 SW1/4 and the W1/2 SE1/4 of Section 6, Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.