

47268584
RECORDATION REQUESTED BY:
People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

2008-000760
Klamath County, Oregon



01/17/2008 11:22:32 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:
People's Bank of Commerce
Main Branch
750 Biddle Rd
Medford, OR 97504

SEND TAX NOTICES TO:
Double Down Investments, LLC
8212 S. W. Ashford St.
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 December 10, 2007, is made and executed between Double Down Investments, LLC, an Oregon Limited Liability Company, which acquired title as Double Down Investments, LLC, 8212 S.W. Ashford St., 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 Vol MO5 Page 20396-402, County of Klamath, State of Oregon.

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 South Sixth 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 from September 15, 2007 to December 10, 2008.

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 DECEMBER 10, 2007.

GRANTOR:

DOUBLE DOWN INVESTMENTS, LLC

By: Kenneth J. Grassman
Kenneth Grassman, Manager of Double Down Investments, LLC

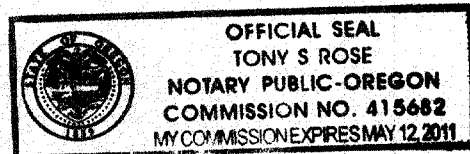
LENDER:

PEOPLE'S BANK OF COMMERCE

X Steve Young
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF WADSWORTH)



On this 27th day of DECEMBER, 20 07, before me, the undersigned Notary Public, personally appeared Kenneth Grassman, Manager of Double Down 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: Tony S. Rose
Notary Public in and for the State of OREGON

Residing at SALEM OR
My commission expires MAY 12, 2011

26 AMT

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Jackson) SS
)



On this 10th day of December, 20 07, before me, the undersigned Notary Public, personally appeared Steve Young and known to me to be the VP & Comm. Loan Officer, authorized agent for **People's Bank of Commerce**, duly authorized by **People's Bank of Commerce** 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 in fact executed this said instrument on behalf of **People's Bank of Commerce**.

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

