

MTCT9641-1KR  
RECORDATION REQUESTED BY:  
Sterling Savings Bank  
Klamath Falls Commercial Banking Center  
540 Main St  
Klamath Falls, OR 97601

2008-002474  
Klamath County, Oregon



02/27/2008 03:21:35 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:  
Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210

SEND TAX NOTICES TO:  
97 NORTH STORAGE, LLC  
4851 NORTH HIGHWAY 97  
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 February 26, 2008, is made and executed between 97 NORTH STORAGE, LLC, AN OREGON LIMITED LIABILITY COMPANY ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 17, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JULY 19, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE #2007012823.

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

See the exhibit or other description document 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 4894 WOCUS RD, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-018BA-01500-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED FEBRUARY 26, 2008 IN THE PRINCIPAL AMOUNT OF \$673,000.00 WITH A MATURITY DATE OF JULY 20, 2018.

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 FEBRUARY 26, 2008.

GRANTOR:

97 NORTH STORAGE, LLC

By: Russell W HeWS  
RUSSELL W HEWS, Member of 97 NORTH STORAGE, LLC

By: Vivien A HeWS  
VIVIEN A HEWS, Member of 97 NORTH STORAGE, LLC

LENDER:

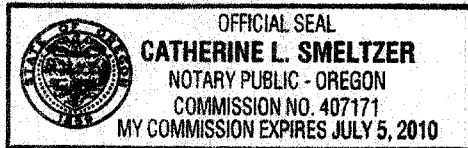
STERLING SAVINGS BANK

Kel Lipinski  
Authorized Officer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 27th day of February, 2008, before me, the undersigned Notary Public, personally appeared RUSSELL W HEWS, Member of 97 NORTH STORAGE, 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: Catherine L. Smeltzer  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR  
My commission expires July 5, 2010

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9001

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 27th day of February, 20 08, before me, the undersigned Notary Public, personally appeared **VIVIEN A HEWS, Member of 97 NORTH STORAGE, 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.

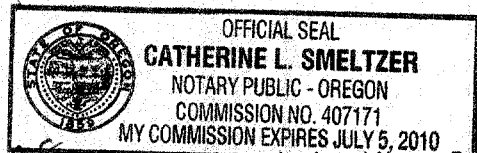
By Catherine L. Smeltzer  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires July 5, 2010

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 27th day of February, 20 08, before me, the undersigned Notary Public, personally appeared R. L. LUPINSKI and known to me to be the Commercial Officer, authorized agent for **Sterling Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Sterling Savings Bank**, duly authorized by **Sterling Savings Bank** 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 **Sterling Savings Bank**.

By Catherine L. Smeltzer  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR  
My commission expires July 5, 2010