

MT074399

RECORDATION REQUESTED BY:

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

2008-007444

Klamath County, Oregon



00046569200800074440030035

05/21/2008 11:23:19 AM

Fee: \$36.00

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 May 13, 2008, is made and executed between Happy Ranch Enterprises, LLC, an Oregon limited liability company ("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 April 28, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on May 5, 2006 in Volume M06 on page 08948, Modified on August 11, 2006, recorded on September 7, 2006 in 2006-018083, in the office of the Klamath County Clerk in Klamath Falls, Oregon.

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 217-219 N 5th Street, Klamath Falls, OR 97601. The Real Property tax identification number is R-3809-032AB-12000-000.

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

Principal increase, Extended maturity date.

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 endorser 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 MAY 13, 2008.

GRANTOR:

HAPPY RANCH ENTERPRISES, LLC

By: Deborah McGeary
Deborah McGeary, Member of Happy Ranch Enterprises, LLC

By: Craig S. McGeary
Craig S. McGeary, Member of Happy Ranch Enterprises, LLC

LENDER:

SOUTH VALLEY BANK & TRUST

X Chuck Carlson
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

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On this 19TH day of MAY, 20 08, before me, the undersigned Notary Public, personally appeared Deborah McGeary, Member of Happy Ranch Enterprises, LLC and Craig S. McGeary, Member of Happy Ranch Enterprises, LLC, 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: [Signature]
Notary Public in and for the State of OREGON

Residing at KLAMATH FALLS, OREGON 97601

My commission expires 5/11/2010

208477

LENDER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

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) SS
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On this 19TH day of MAY, 20 08, before me, the undersigned Notary Public, personally appeared Chuck Paulsen and known to me to be the Loan Officer, authorized agent for South Valley Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of South Valley Bank & Trust, duly authorized by South Valley Bank & Trust 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 South Valley Bank & Trust.

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

Residing at Klamath Falls, Oregon 97601
My commission expires 5/11/2010

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lots 3 and 4 in Block 9 of the Original Town of Linkville, now City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at the Southwesterly corner of Lot 4, being the corner of 5th and Pine Streets, thence Northwesterly along the Northeasterly line of 5th Street 70 feet to the true point of beginning of this description; thence continuing Northwesterly along the Northeasterly line of 5th Street 50 feet to the Westerly corner of Lot 4; thence Northeasterly along the Northerly line of Lots 3 and 4, 70 feet; thence Southeasterly and parallel with 5th Street, 50 feet; thence Southwesterly and parallel with Pine Street 70 feet, more or less, to the point of beginning.

Tax Account No: 3809-032AB-12000-000

Key No: 412592
