

2008-008936

Klamath County, Oregon



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06/19/2008 11:24:52 AM

Fee: \$26.00

RECORDATION REQUESTED BY:

Columbia Community Bank
RE Construction
314 East Main Street
PO Box 725
Hillsboro, OR 97123

WHEN RECORDED MAIL TO:

Columbia Community Bank
P.O. Box 725
Hillsboro, OR 97123

SEND TAX NOTICES TO:

Southview Properties, L.L.C.
22101 NE 150th Avenue
Battleground, WA 98604

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 17, 2008, is made and executed between Southview Properties, L.L.C., an Oregon Limited Liability Company ("Grantor") and Columbia Community Bank, whose address is RE Construction, 314 East Main Street, PO Box 725, Hillsboro, OR 97123 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 24, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Trust Deed on real property located in Klamath County, State of Oregon, recorded October 5, 2007 as document #2007-17397.

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

LOT 18 OF TRACT 1508 THE GARDENS PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as NNA Aster Lane, Klamath Falls, OR 97601. The Real Property tax identification number is R492292 and R420299.

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

Real Property Description has changed per preceding paragraph.

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 JUNE 17, 2008.

GRANTOR:

SOUTHVIEW PROPERTIES, L.L.C.

By: Gregory P Bessert
Gregory P Bessert, Manager of Southview Properties, L.L.C.

LENDER:

COLUMBIA COMMUNITY BANK

[Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this 18th day of June, 2008, before me, the undersigned Notary Public, personally appeared Gregory P Bessert, Manager of Southview Properties, L.L.C., 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.

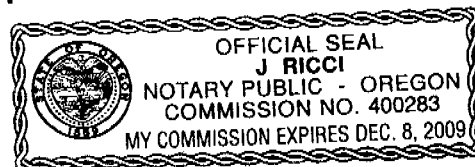
By: [Signature]
Notary Public in and for the State of Oregon

Residing at 404 Main St Klamath Falls OR
My commission expires 10/16/2010

F2U

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Washington)



On this 17th day of June, 20 08, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Columbia Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Columbia Community Bank**, duly authorized by **Columbia Community 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 **Columbia Community Bank**.

By J Ricci
Notary Public in and for the State of Oregon

Residing at 314 E. Main St Hillsboro OR 97123
My commission expires 12-8-2009