

MTC 82748

2008-009962  
Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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



07/10/2008 02:00:26 PM

Fee: \$31.00

**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 June 26, 2008, is made and executed between Klamath Cascade Group, 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 December 27, 2001 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on January 14, 2002 in the Office of the Klamath County Clerk in Volume M02, on Page 2173-79. Modified on June 6, 2002, recorded on June 11, 2002 in the Office of the Klamath County Clerk in Volume M02, Page 34224.

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

Parcel 3 of Land Partition 104-06, being a replat of a portion of Parcel 2, Land Partition 12-00 situated in the E1/2 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon and duly recorded in Volume 2008, page 003092, Klamath County Microfilm Records

The Real Property or its address is commonly known as Sykes Blvd, Klamath Falls, OR 97601.

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

Legal description has been revised to reflect the property that has been sold plus extend the maturity to June 15, 2011.

**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 26, 2008.**

**GRANTOR:**

**KLAMATH CASCADE GROUP, LLC**

By: Robert A. Stewart SR.  
Robert A. Stewart, Member of Klamath Cascade Group, LLC

By: Marilyn Stewart  
Marilyn Stewart, Member of Klamath Cascade Group, LLC

**LENDER:**

**SOUTH VALLEY BANK & TRUST**

x Jeffrey S Bradford  
Authorized Officer

**LIMITED LIABILITY COMPANY**

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 26 day of June, 2008, before me, the undersigned Notary Public, personally appeared Robert A. Stewart, Member of Klamath Cascade Group, LLC and Marilyn Stewart, Member of Klamath Cascade Group, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By: K. Linville  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires X CHANGE

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MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

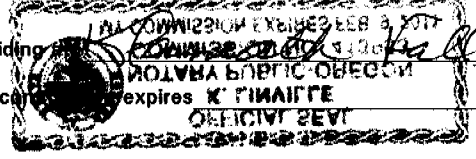


STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )

On this 26 day of June, 2008, before me, the undersigned Notary Public, personally appeared Jeffrey S. Bradthorn and known to me to be the Vice President, 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 K. Linville  
Notary Public in and for the State of Oregon

Residing at 1120 1/2 St. SE, Prineville, OR 97536  
My commission expires February 9, 2011



Unofficial Copy