

2009-004822

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

Umpqua Bank  
Bend Commercial Loan Center  
C/O Loan Support Services  
PO Box 1580  
Roseburg, OR 97470



04/07/2009 11:20:28 AM

Fee: \$31.00

**WHEN RECORDED MAIL TO:**

Umpqua Bank  
PO BOX 1580  
Roseburg, OR 97470

**SEND TAX NOTICES TO:**

Aspen Builders & Contractors, LLC  
615 SW Cascade Avenue, Ste 3  
Redmond, OR 97756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated March 30, 2009, is made and executed between Aspen Builders & Contractors, LLC, which acquired title as Aspen Builders and Contractors, LLC, an Oregon limited liability company ("Grantor") and Umpqua Bank, whose address is Bend Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated March 27, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 6, 2006 as Instrument M06-06692 in the official records of Klamath County, Oregon. The Current Loan Obligation may have been previously modified, and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

**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 2327 Unity St, Klamath Falls, OR 97603-7127. The Real Property tax identification number is 1-3909-001DB-0200-000 Parcel 2-3909-001AC-04700-000 Parcel 3-3909-001AC-04600-000.

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

Extend maturity date to October 10, 2009.

**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.

**ATTORNEY FEES AND EXPENSES.** The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

**WAIVE JURY.** All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

**APPRAISAL.** If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

**VENUE.** The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be

MODIFICATION OF DEED OF TRUST  
(Continued)

brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

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 MARCH 30, 2009.

GRANTOR:

ASPEN BUILDERS &amp; CONTRACTORS, LLC

By: [Signature]

Authorized Signer for Aspen Builders &amp; Contractors, LLC

LENDER:

UMPQUA BANK

x [Signature]

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT 3/30/09 # Pages: 4STATE OF HawaiiCOUNTY OF HonoluluName: Kayleen K. Fukuhara First CircuitDoc. Description: Modification of Deed of TrustKayleen K. Fukuhara 3/30/09  
Signature Date

## NOTARY CERTIFICATION

On this 30th day of March, 2009, before me, the undersigned Notary Public, personally appeared Debra Toyama, 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.

[Signature]  
Notary Public in and for the State of Hawaii

Residing at 2030 Aaniuloo, Pearl City, HI 96782My commission expires 10/29/2012

## LENDER ACKNOWLEDGMENT

STATE OF OREGONCOUNTY OF LANE

On this APRIL day of 2009, before me, the undersigned Notary Public, personally appeared MARY FECHTEL and known to me to be the AVP authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Susan K. Rich  
Notary Public in and for the State of Oregon

Residing at Springfield OR

My commission expires \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

Beginning at a point from which the Northeast corner of the Northwest quarter of the Southeast quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears East 490 feet distant; thence, South 557 and 114/469ths feet; thence West 469 feet; thence North 557 and 114/469ths feet; thence East 469 feet to the point of beginning.

**PARCEL 2**

The South half of the South half of the Southwest quarter of the Northeast quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, less the Easterly 490 feet thereof.

**PARCEL 3**

A tract of land situated in the SW1/4 NE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the South line of the SW1/4 NE1/4 of said Section 1, said point being Westerly a distance of 490 feet from the Southeast corner of the SW1/4 NE1/4 of said Section 1; thence Northerly along a line 490 feet from and parallel to the East line of said SW1/4 NE1/4 to a point on the North line of the S1/2 S1/2 SW1/4 NE1/4 of said Section 1; thence Southeasterly on a straight line to the point of intersection of the Northeasterly right of way line of the Enterprise Irrigation District Canal and the South line of the SW1/4 NE1/4 of Section 1; thence Westerly to the point of beginning.