

2009-010765

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

Columbia River Bank  
Pendleton Branch  
P O Box 848  
2101 SW Court Place  
Pendleton, OR 97801



00070843200900107650020028

08/11/2009 11:01:32 AM

Fee: \$26.00

**WHEN RECORDED MAIL TO:**

Columbia River Bank  
PO Box 1050  
The Dalles, OR 97058

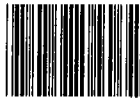
**SEND TAX NOTICES TO:**

Columbia River Bank  
Pendleton Branch  
P O Box 848  
2101 SW Court Place  
Pendleton, OR 97801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

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**THIS MODIFICATION OF DEED OF TRUST** dated July 27, 2009, is made and executed between Lava Rock, .LL.C. ("Grantor") and Columbia River Bank, whose address is Pendleton Branch, P O Box 848, 2101 SW Court Place, Pendleton, OR 97801 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 27, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded August 20, 2007 in Klamath Falls Official Records #146840070072. (2007 - 14684)

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

LOTS 7 AND 8 TRACT 1293, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 2716 Dakota Place, Klamath Falls, OR 97603. The Real Property tax identification number is R-3909-010CB-0200 Property ID:R875575, R-3909-010CB-02100.

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

Increase Principal loan amount to \$2,984,940.00. Extend maturity date to July 31, 2022.

**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 JULY 27, 2009.**

**GRANTOR:**

LAVA ROCK, L.L.C.

By: Michael D. Thornton  
Michael D. Thornton, Financial Manager of Lava  
Rock, L.L.C.

**LENDER:**

COLUMBIA RIVER BANK

X [Signature]  
Authorized Officer

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 97251

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Umatilla

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On this 30<sup>th</sup> day of July, 20 09, before me, the undersigned Notary Public, personally appeared Michael D. Thornton, Financial Manager of Lava Rock, 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 Tricia L Fenley  
Notary Public in and for the State of Oregon

Residing at Hermiston OR  
My commission expires 10-18-10

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Umatilla

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On this 30<sup>th</sup> day of July, 20 09, before me, the undersigned Notary Public, personally appeared Mark Marshall and known to me to be the authorized agent for Columbia River Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Columbia River Bank, duly authorized by Columbia River 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 River Bank.

By Tricia L Fenley  
Notary Public in and for the State of Oregon

Residing at Hermiston OR  
My commission expires 10-18-10