

NTC 1396-9978

2010-003474

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00081459201000034740020025

03/18/2010 03:14:43 PM

Fee: \$57.00

WHEN RECORDED MAIL TO:

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

attn: E. Jensen

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 March 17, 2010, is made and executed between Azped, LLC, whose address is 521 Walnut St., Klamath Falls, OR 97601 ("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 July 12, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on July 19, 2006, in the Office of the Klamath County Clerk in M06, Page 14513, Modified on February 5, 2007, recorded on February 27, 2007, in the Office of the Klamath County Clerk at 2007-0003379, Modified on August 15, 2007, recorded on August 28, 2007 in the Office of the Klamath County Clerk at 2007-0015239, Modified on August 26, 2008, recorded on August 27, 2008 in the Office of the Klamath County Clerk at 2008-0012031.

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

Lot 8 in Block 76 of KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, 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 521 Walnut St., Klamath Falls, OR 97601. The Real Property tax identification number is 3809 029CB 01700 000.

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

Increase amount of Line of Credit.

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 17, 2010.

GRANTOR:

AZPED, LLC

By:

Justin R Azevedo

By:

Erik Pedersen

LENDER:

SOUTH VALLEY BANK & TRUST

x *Angela M Barry*
Authorized Officer

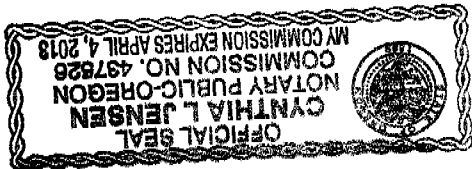
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MODIFICATION OF DEED OF TRUST

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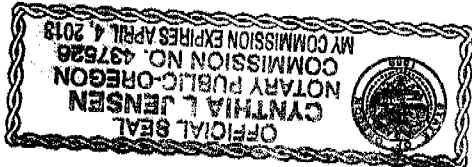
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT



On this 17th day of March, 2010, before me, the undersigned Notary Public, personally appeared Justin R. Azevedo, Partner of Azped, LLC and Erik Pedersen, Partner, 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 Cynthia L. Jensen Notary Public in and for the State of _____
Residing at Klamath Falls My commission expires 4/4/2013

LENDER ACKNOWLEDGMENT



On this 17th day of March, 2010, before me, the undersigned Notary Public, personally appeared Angela Barry and known to me to be the Village Office, 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 Cynthia L. Jensen Notary Public in and for the State of _____
Residing at Klamath Falls My commission expires 4/4/2013