

UTC-1396-10052

2010-006336

Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank
Klamath Falls Commercial Banking Center
540 Main St
Klamath Falls, OR 97601



00084761201000063360020020

05/25/2010 03:34:18 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:

422 SOUTH 5TH, LLC
422 S 5TH ST
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 May 22, 2010, is made and executed between 422 SOUTH 5TH, LLC ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 19, 2009 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED FEBRUARY 27, 2009 UNDER KLAMATH COUNTY AUDITOR'S NUMBER 2009-003045.

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

PARCEL 1 OF LAND PARTITION 62-04 BEING A REPLAT OF BLOCK 92 KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 422 S 5TH ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809-032AD-10600-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED MAY 18, 2010 IN THE PRINCIPAL AMOUNT OF \$124,771.00 WITH A MATURITY DATE OF MAY 15, 2021.

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 MAY 22, 2010.

GRANTOR:

422 SOUTH 5TH, LLC

By: Jedidiah S Etters
JEDIDIAH S ETTERS

LENDER:

STERLING SAVINGS BANK

X K. Lepinski
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 25th day of May, 20 10, before me, the undersigned Notary Public, personally appeared JEDIDIAH S ETTERS, Member of 422 SOUTH 5TH, LLC, 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 Catherine L Ward
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR
My commission expires July 5, 2010

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6001

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Clatsop

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On this 25th day of May, 20 10, before me, the undersigned Notary Public, personally appeared Kit Lupinski and known to me to be the Commercial Banker, authorized agent for Sterling Savings Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Sterling Savings Bank, duly authorized by Sterling Savings 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 Sterling Savings Bank.

By Catherine L. Ward

Residing at Clatsop Falls, OR

Notary Public in and for the State of Oregon

My commission expires July 5, 2010