

UTC 85922-KR

2010-009414

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

Pacific Continental Bank  
Oregon Loan Operations  
PO Box 10727  
Eugene, OR 97440



00088438201000094140030033

08/09/2010 02:41:30 PM

Fee: \$47.00

**WHEN RECORDED MAIL TO:**

Pacific Continental Bank  
Oregon Loan Operations  
PO Box 10727  
Eugene, OR 97440

**SEND TAX NOTICES TO:**

Tucker Professional Building LLC  
2586 Clover Street  
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 July 22, 2010, is made and executed between Tucker Professional Building LLC, an Oregon Limited Liability Company, whose address is 2586 Clover Street, Klamath Falls, OR 97601 ("Grantor") and Pacific Continental Bank, whose address is Oregon Loan Operations, PO Box 10727, Eugene, OR 97440 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 21, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded August 28, 2009 as Reception #2009-011586, in the official records of Klamath County, State of Oregon.

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

See legal description in Deed of Trust described above, which is made a part of this Modification as if fully set forth herein

The Real Property or its address is commonly known as 2586 Clover Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-02500-000.

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

**Maturity Date:** Extend Maturity Date from June 1, 2010 to August 1, 2020.

**DEFINITIONS:** The following word(s) shall have the following meaning(s) when used in this Deed of Trust.

**NOTE:** The word "Note" now means the Promissory Note dated July 22, 2010 in the original principal amount of \$680,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions for the note or credit agreement. This Note is being offered in substitution for the Promissory Note dated December 10, 2009 in the original principal amount of \$680,000.00.

**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 JULY 22, 2010.**

**GRANTOR:**

**TUCKER PROFESSIONAL BUILDING LLC**

By:

Christine S. Tucker, Member of Tucker Professional Building LLC

By:

Thomas S. Tucker, Member of Tucker Professional Building LLC

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 19405

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LENDER:

PACIFIC CONTINENTAL BANK

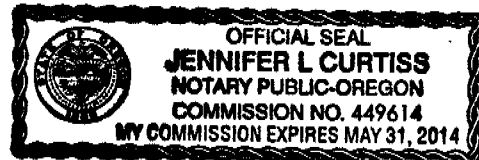
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Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath



On this 3rd day of August, 20 10, before me, the undersigned Notary Public, personally appeared Christine S. Tucker, Member of Tucker Professional Building 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 Jennifer Curtiss  
Notary Public in and for the State of Oregon

Residing at 27246 Josephine St.  
My commission expires 5/31/14

Sprague  
River  
OR  
97639

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath



On this 3rd day of August, 20 10, before me, the undersigned Notary Public, personally appeared Thomas S. Tucker, Member of Tucker Professional Building 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 Jennifer Curtiss  
Notary Public in and for the State of Oregon

Residing at 27246 Josephine St.  
My commission expires 5/31/14

Sprague  
River  
OR  
97639

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 19405

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LENDER ACKNOWLEDGMENT

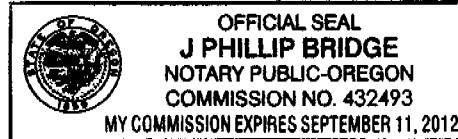
STATE OF Oregon

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COUNTY OF Multnomah

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On this 6<sup>th</sup> day of August, 20 10, before me, the undersigned Notary Public, personally appeared Scott A. Beards and known to me to be the SVP, authorized agent for **Pacific Continental Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Pacific Continental Bank**, duly authorized by **Pacific Continental 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 **Pacific Continental Bank**.

By J. Phillip Bridge

Residing at Pacific Continental Bank

Notary Public in and for the State of Oregon

My commission expires 9/11/12