

UT 1396 - 10194

2010-010819

Klamath County, Oregon



00090127201000108190020025

09/13/2010 11:07:03 AM

Fee: \$42.00

WHEN RECORDED RETURN TO:

Rogue Federal Credit Union
P.O. Box 4550
Medford, OR 97501

This Space Provided for Recordors Use

MODIFICATION AGREEMENT

Grantor(s): The Autumn One Family Limited Partnership
190 North Ross Lane
Medford, Oregon 97501

Grantee: Rogue Federal Credit Union
1370 Center Drive
Medford, Oregon 97501

Legal Description: Parcel 2 of Land Partition 34-04 being a replat of Parcel 2 of Land Partition 46-02, situated in the NW1/4NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Assessor's Property Tax Parcel or Account No.: 3909-010BB-00207-000

On or about July 11, 2008, Grantor(s) executed and delivered to Rogue Federal Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on July 14, 2008, at 11:37:59 AM²⁰⁰⁸⁻⁰¹⁰⁰⁹² in the records of Klamath County. The Deed of Trust secures a Commercial Note and Loan Agreement ("Loan Agreement") in the original amount of \$712,500.00. The current principal balance owing on the Loan Agreement is \$712,500.00.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

☒ **Extension.** The maturity date is changed to September 10, 2012.

☒ **Other.** The Autumn One Family Limited Partnership acknowledges that Washburn JV LLC has been dissolved. The loan number will change from 1491091-34 to 1491089-34.

☒ **Fee.** Borrower agrees to pay Credit Union a fee of \$3,562.50 in exchange for this modification. Borrower hereby authorizes Credit Union to deduct the fee from Borrower(s) share account with Credit Union, unless Borrower pays the fee separately to Credit Union upon signing this Modification Agreement.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement 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 and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. 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 Loan Agreement, 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.

DATED this 8th of September, 2010.

AMERITITLE, has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

42pm

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND AGREES TO ITS TERMS.

GRANTORS: The Autumn One Family Limited Partnership GRANTEE: Rogue Federal Credit Union

By: _____

By: _____

Title: Business Services Manager

STATE OF OREGON)

) ss.

County of Jackson)

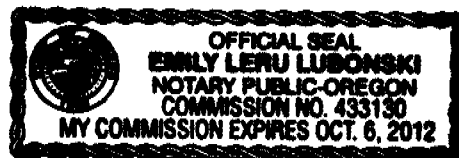
On this 8th day of September, 2010, before me, a Notary Public in and for said state, personally appeared John Batzer, known to me to be the person who executed the Modification Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public for _____
My Commission Expires: Oct 6th 2012

STATE OF OREGON)

) ss.

County of Jackson)



On this 8th day of September, 2010, before me personally appeared Noel S. Parsons, to me known to be the Business Services Manager of Rogue Federal Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Notary Public for _____
My Commission Expires: Oct. 6th 2012

