

UTC 788.19

2010-012952
Klamath County, Oregon

RECORDATION REQUESTED BY:

Capital Pacific Bank
805 SW Broadway, Suite 780
Portland, OR 97205



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11/04/2010 03:33:19 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

Capital Pacific Bank
805 SW Broadway, Suite 780
Portland, OR 97205

17020002

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 29, 2010, is made and executed between Terri L. Bloomfield, whose address is 1652 Ditchrider Rd., Klamath Falls, OR 97603 ("Grantor") and Capital Pacific Bank, whose address is 805 SW Broadway, Suite 780, Portland, OR 97205 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 28, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated September 28, 2007, recorded October 4, 2007, under recording number 2007-017312 and an Assignment of Rents dated September 28, 2007, recorded October 4, 2007, under recording number 2007-017313 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:

Parcel 1 of Land Partition 59-96, said Land Partition being situated in the N1/2 SW1/4 of Section 16, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 1660 Ditchrider Rd., Klamath Falls, OR 97603. The Real Property tax identification number is 3909-01600-00606-000.

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

The maturity is hereby extended to September 28, 2013.

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.

PROPERTY APPRAISAL. At such times as Lender (Lender also being referred to from time to time as "Beneficiary" under the Deed of Trust) deems prudent during the term of the Loan, Lender may require the Property subject to the Deed of Trust to be re-appraised, utilizing a licensed MAI appraiser of Lender's choice, prepared in conformance with the requirements of applicable law, including without limitation the Financial Institutions Reform Recovery and Enforcement Act ("FIRREA"). Grantor, Borrower, and Guarantor jointly and severally promise and agree to reimburse Lender for the cost of the appraisal within fifteen (15) days of Lender's written notice. The function of the appraisal shall be to confirm that as of the date of the conclusion of value as set forth in the appraisal (which date shall be no more than 60 days from the date the appraisal is ordered) as adjusted with respect to value as a result of Lender's review of the appraisal in conformity with and pursuant to the requirements of FIRREA the then-current principal balance outstanding under the Promissory Note shall be no more than 80% of the appraised value of the Property that is subject to the Deed of Trust (the "Threshold Value").

If the Threshold Value is greater than as allowed pursuant to the preceding paragraph (i.e., the then-current principal balance outstanding under the Loan and the Note is more than 80% of the appraised value of the Property that is subject to the Deed of Trust), Grantor, Borrower, and Guarantor (as those terms are defined in the Deed of Trust and Related Documents) jointly and severally promise and agree to pay to Lender within thirty (30) days of Lender's written notice (the "Rebalancing Notice") setting forth: i) the conclusion of value set forth in the appraisal, ii) any adjustments to value resulting from Lender's review of the appraisal in conformity with and pursuant to the requirements of FIRREA, iii) Lender's calculation of the Threshold Value, and iv) the resulting amount of the principal payment needed to restore the Threshold Value pursuant to the requirements of this section (the "Rebalancing Amount"). Additionally, Borrower, Grantor, and Guarantor acknowledge and agree that if the Loan is not fully disbursed any Rebalancing Amount made pursuant to the provisions of this section shall reduce the maximum principal amount under the Credit Line to conform with the Threshold Value defined in the preceding paragraph.

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 SEPTEMBER 29, 2010.

GRANTOR:

X
Terri L. Bloomfield, DVM

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 17020002

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LENDER:

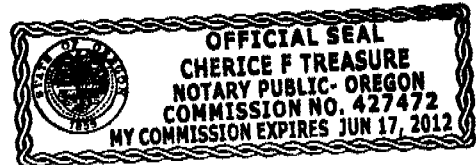
CAPITAL PACIFIC BANK

X *Douglas White*
Douglas White, Vice President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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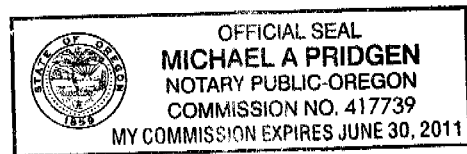
On this day before me, the undersigned Notary Public, personally appeared Terri L. Bloomfield, DVM, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of October, 20 10
By Cherice F. Treasure Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires 6/17/2012

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Multnomah

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On this 1st day of November, 20 10, before me, the undersigned Notary Public, personally appeared Douglas White and known to me to be the Vice President, authorized agent for Capital Pacific Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Pacific Bank, duly authorized by Capital Pacific 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 Capital Pacific Bank.

By *Douglas White* Residing at Portland, Oregon
Notary Public in and for the State of Oregon My commission expires 6-30-2011