

NTC 1394-10260

2010-013271

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00092959201000132710030032

11/15/2010 03:31:42 PM

Fee: \$57.00

WHEN RECORDED MAIL TO:

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

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 November 10, 2010, is made and executed between S & P Investments, L.L.C., an Oregon Limited Liability Company ("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 October 7, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded on October 7, 2002 in Volume M02 on page 57248, rerecorded on October 18, 2002 in Volume M02 on page 59628-34, modified on March 3, 2006, recorded on March 10, 2006 in Volume M06 on page 04371 at the Klamath County Recorder's Office in Klamath County, Oregon.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 824 Pine Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-032AA-09000-000 and 3809-032AA-09100-000.

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

Cross collateralized with Promissory Notes from Molatore, Scroggin, Peterson & Co. LLP #830702173 and S & P Investments, L.L.C. #830572683.

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.

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, accommodation 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 NOVEMBER 10, 2010.

GRANTOR:

S & P INVESTMENTS, L.L.C.

By: Terrence J. Scroggin
Terrence J. Scroggin, Member of S & P Investments, L.L.C.

By: Andrew E. Peterson
Andrew E. Peterson, Member of S & P Investments, L.L.C.

LENDER:

SOUTH VALLEY BANK & TRUST

x Ansawdy Barry
Authorized Officer



57AWT



MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this 12th day of November, 20 10, before me, the undersigned Notary Public, personally appeared Terrence J. Scroggin, Member of S & P Investments, L.L.C. and Andrew E. Peterson, Member of S & P Investments, L.L.C., and 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 [Signature]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, OR 97601
My commission expires 5/11/2014

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this 12th day of November, 20 10, before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the [Signature], 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 [Signature]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, OR 97601
My commission expires 5/11/2014

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.

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lots 7 and 8, Block 13, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING the Southeasterly 8 feet thereof heretofore deeded to the City of Klamath Falls, for alley purposes.

PARCEL 2:

All that portion of Lots 5 and 6 in Block 13 of ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Klamath County, Oregon, more particularly described as follows:

Beginning at the most Westerly corner of Lot 5 in Block 13 of said addition, being at the intersection of the Southeasterly line of Pine Street and the Northeasterly line of Eighth Street;

Thence, Southeasterly along the Northeasterly line of Eighth Street, 75 feet;

Thence, Northeasterly at right angles to Eighth Street, 130 feet to a line between Lots 6 and 7 in said Block 13;

Thence, Northwesterly on said line, 75 feet to Pine Street;

Thence, Southwesterly on Pine Street, 130 feet to the point of beginning.

EXCEPTING THEREFROM the following described property:

Beginning at the most Westerly corner of said Lot 5 in Block 13 of Original Town of Linkville, now City of Klamath Falls, Oregon, being the intersection of the Southeasterly line of Pine Street and the Northeasterly line of Eighth Street; thence, South $50^{\circ} 55'$ East along the Northeasterly line of Eighth Street; a distance of 45.01 feet to an "X" set in a concrete sidewalk and the True Point of Beginning of this description.

Thence, North $38^{\circ} 33'$ East and along the Southeasterly edge of a concrete curb, a distance of 67.10 feet to the interior corner of said curb;

Thence, South $52^{\circ} 07'$ East along the Southwesterly edge of a concrete curb and said curb line extended, a distance of 30.62 feet the Northwesterly line of that property described in Deed recorded in Volume 107 at page 606 of Klamath County, Oregon Deed Records;

Thence, South $39^{\circ} 05'$ West along the Northwesterly line of said property, a distance of 67.74 feet to an "X" set in a concrete sidewalk on the Northeasterly line of Eighth Street;

Thence, North $50^{\circ} 55'$ West along the Northeasterly line of Eighth Street, a distance of 29.99 feet to the True Point of Beginning of this description.

Terina J. Hagg

And E. Pitt