

2011-000720

Klamath County, Oregon



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01/20/2011 08:48:12 AM

Fee: \$47.00

WHEN RECORDED MAIL TO:

Century Bank
169 West 6th Ave.
Eugene, OR 97401

SEND TAX NOTICES TO:

Bruce W. Yokum
Lianne K. Yokum
37251 Conley Rd.
Springfield, OR 97478

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 7, 2011, is made and executed between Bruce W. Yokum, whose address is 37251 Conley Rd., Springfield, OR 97478 and Lianne K. Yokum, whose address is 37251 Conley Rd., Springfield, OR 97478; as tenants by the entirety ("Grantor") and Century Bank, whose address is 169 West 6th Ave., Eugene, OR 97401 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 5, 2010 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded May 11, 2010, Recording No. 2010-005561, in the official records of Klamath County, Oregon.

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

The E1/2 S1/2 S1/2 SW1/4 of Section 19, Township 25 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 128106 Monk Lane, Crescent Lake, OR 97733. The Real Property tax identification number is , including but not limited to Account No. 2508-01900-02500-000 and M-159066.

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

Extend Maturity date from December 5, 2010 to January 5, 2015.


DEFINITIONS. The following word shall have the following meanings when used in that Deed of Trust:


The word "Note" now means a Promissory Note dated January 7, 2011, in the original principal amount of \$200,000.00 from Asphalt Maintenance Associates, Inc. to Lender, this Promissory Note is given in substitution for Promissory Note dated May 5, 2010 in the original principal amount of \$250,000.00, and a Promissory Note dated January 7, 2011, in the original principal amount of \$57,000.00 from Asphalt Maintenance Associates, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 JANUARY 7, 2011.

GRANTOR:

x 
Bruce W. Yokum

x 
Lianne K. Yokum

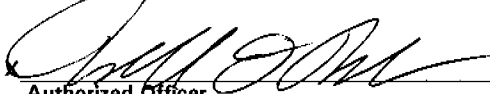
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 101985

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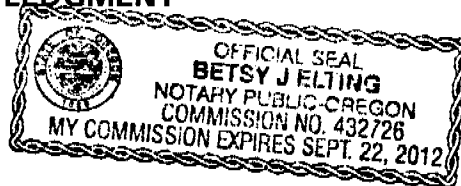
LENDER:

CENTURY BANK


Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lane)

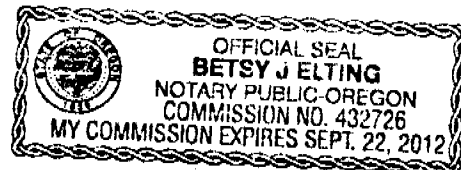


On this day before me, the undersigned Notary Public, personally appeared **Bruce W. Yokum**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 17th day of January, 20 11.
By Betsy J. Elting Residing at Eugene, OR
Notary Public in and for the State of Oregon My commission expires 9/22/2012

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lane)



On this day before me, the undersigned Notary Public, personally appeared **Lianne K. Yokum**, 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 17th day of January, 20 11.
By Betsy J. Elting Residing at Eugene, OR
Notary Public in and for the State of Oregon My commission expires 9/22/2012

MODIFICATION OF DEED OF TRUST
(Continued)

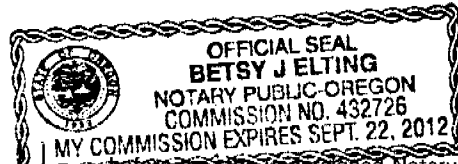
Loan No: 101985

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lane

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) SS
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On this 17th day of January, 2011, Bill Whalen appeared before me, the undersigned Notary Public, personally and known to me to be the Vice President, authorized agent for Century Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Century Bank, duly authorized by Century 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 Century Bank.

By Betsy J. Elting
Notary Public in and for the State of Oregon

Residing at Eugene, OR
My commission expires 9/22/2012