

**RECORDATION REQUESTED BY:**

People's Bank of Commerce  
Main Branch  
750 Biddle Rd  
Medford, OR 97504

**WHEN RECORDED MAIL TO:**

People's Bank of Commerce  
Main Branch  
750 Biddle Rd  
Medford, OR 97504

**SEND TAX NOTICES TO:**

Zakour Investments LLC  
1565 Satellite Drive  
Medford, OR 97504

2011-002842

Klamath County, Oregon



00098069201100028420020029

03/01/2011 11:20:56 AM

Fee: \$42.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated February 17, 2011, is made and executed between Zakour Investments LLC, an Oregon Limited Liability Company, whose address is 1565 Satellite Drive, Medford, OR 97504 ("Grantor") and People's Bank of Commerce, whose address is Main Branch, 750 Biddle Rd, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 1, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded as Document #M05-69511 on November 21, 2005 in Klamath County, Oregon.

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

Lot 10 in Block 6 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 2561 Campus Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-03800-000.

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

It is hereby agreed that the Deed of Trust dated November 1, 2005 in the Klamath County Official records as Document #M05-69511 for the real property located at 2561 Campus Drive, Klamath Falls, OR 97601 will be transferred to Loan #11497 as collateral.

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 endorers 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 FEBRUARY 17, 2011.

GRANTOR:

ZAKOUR INVESTMENTS LLC

By: [Signature]  
Daniel J Zakour, Member of Zakour Investments LLC

LENDER:

PEOPLE'S BANK OF COMMERCE

X [Signature]  
Cindy Glover, Commercial Loan Officer

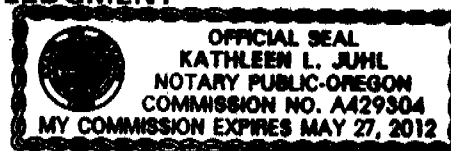
AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF OREGON

COUNTY OF JACKSON

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) SS  
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On this 17<sup>th</sup> day of FEBRUARY, 20 11, before me, the undersigned Notary Public, personally appeared Daniel J Zakour, Member of Zakour Investments 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 [Signature]  
Notary Public in and for the State of OREGON

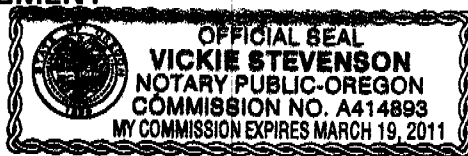
Residing at Medford, OR 97504  
My commission expires May 27, 2011

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LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

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On this 22nd day of February, 20 11, before me, the undersigned Notary Public, personally appeared Cindy Glover and known to me to be the Commercial Loan Officer, authorized agent for People's Bank of Commerce that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of People's Bank of Commerce, duly authorized by People's Bank of Commerce 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 People's Bank of Commerce.

By Vickie Stevenson  
Notary Public in and for the State of Oregon

Residing at Medford, OR  
My commission expires 3/19/2011

