WTC 13910-10429

RECORDATION REQUESTED BY:

PremierWest Bank Klamath Falls Branch 421 South 7th Street P. O. Box 5016 Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

PremierWest Bank Attn: Loan Secretary 1455 E. McAndrews Road Medford, OR 97504

SEND TAX NOTICES TO:

MDLN Properties, LLC PO Box 417 Malin, OR 97632 2011-003889 Klamath County, Oregon



03/22/2011 02:58:05 PM

Fee: \$47.00

5854

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 24, 2011, is made and executed between MDLN Properties, LLC, an Oregon limited liability company ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST, Lender and Grantor have entered into a Deed of Trust dated June 2, 2010 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$6,599,526.00 recorded on June 17, 2010 as Document No. 2010-007415 in the Official Records of the Klamath County Recorder, 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 24225 Stateline Road, Malin, OR 97632 and 1459 Depot Road, Malin, OR 97632. The Real Property tax identification number is 4111-01400-00601-000; 4112-01600-0000; 4112-01600-02300-000.

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

It is hereby agreed to extend the maturity date from January 5, 2011 to June 5, 2011.

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 weiver 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 24, 2011.

GRANTOR:

MOLN PROPERTIES, LLC

Mark Trotman, Member of MDLN Properties, LLC

By: A JCM July
Nancy Baley, Member of MDLN Properties, LLC

Lon Baley, Member of MOLN Properties, LLC

LON Balley, Mantiber of World Properties, Fre

Dawn Trotman, Member of MDLN Properties, LLC

LENDER:

PREMIERWEST BANK

AuthorizexOfficer

AMERITITLE , has recorded this instrument by request as an accomodation 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.

47pmf

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OVEGON	}		OFFICIAL SEAL VIFER L CURTISS	
country of Klamath) SS)	NOTA COM	MISSION NO. 449614	
On this appeared Mark Trotman, Member of MDLN Properties, LLC, a company that executed the Modification of Dead of Trust and a limited liability company, by authority of statute, its articles o mentioned, and on oath stated that he or she is authorized to e limited liability company.	f organization or xecute this Modifi	to be a member or design to be a member or design Modification to be the free its operating agreement, cation and in fact execute	for the uses and purposes d the Modification on behalf	therein of the
Notery Public in and for the State of Oregon	Residing	at PO BOX 1	31 Sprague Riv y 31, 2014	er Okalb
Notary Public in and for the State of UY PUC VY	My con	mission expires <u>l'100</u>	<u> </u>	
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT				
country of Klamath)) ss)	JENI NOTA COM	OFFICIAL SEAL NIFER L CURTISS ARY PUBLIC-OREGON MISSION NO. 449614	
On this	dged the Modifica ation or its operati	//, before me, the ur member or designated at tion to be the free and vo	s and purposes therein men	tioned,
By Jennion Curtiss	Residin	et PO Box I	31 Sprague Ru ay 31, 2014	Jer DR
Notary Public in and for the State of OV ego of	Му соп	ımission expires 🦳	ay 31, 2014	<u>t</u>
			-	
LIMITED LIABILITY C	OMPANY A		11	
county of <u>Vlamath</u>) SS 	JENNIF NOTARY COMMISSIO	FICIAL SEAL FER L CURTISS PUBLIC-OREGON SION NO. 449614 N EXPIRES MAY 31, 2014	
On this day of FOLIAY appeared Nancy Baley, Member of MDLN Properties, LLC, and k that executed the Modification of Deed of Trust and acknowle liability company, by authority of statute, its articles of organizand on oath stated that he or she is authorized to execute this functions.	nown to me to be dged the Modifica ation or its operat	a member or designated a tion to be the free and vo ing agreement, for the use	oluntary act and deed of the es and purposes therein mer	ompany limited Itioned,
By Jennifon Curtiss	Residin	g at <u>PO Box</u>	131 Sprague Pi	1er 029763
Notary Public in and for the State of OY egov	My cor	nmission expires Y	ay 31, 2014	
LIMITED LIABILITY O	OMPANY A	CKNOWLEDGME	NT	
Are arm			OFFICIAL SEAL	
country of Klamath On this 25th day of Februar)) SS)	(A) (C) (many) (A) (A)	IFER L CURTISS () RY PUBLIC-OREGON () IISSION NO. 449614 () ION EXPIRES MAY 31, 2014 ()	
On this	and known to me acknowledged the of organization of	Modification to be the fre its operating agreement.	e and voluntary act and deed for the uses and purposes	d of the therein
By Jennifor Curtiss	Residir	ig at <u>P.O. Box</u>	131 Sprague R	LIVEY OR 47639
Notary Public in and for the State of 01 egcv1	INIY COI	nmission expires	- , <u>J., 2001. 1</u>	

LENDER ACKNOWLEDGMENT

STATE OF Cregon

COUNTY OF

,) 55

) SS

OFFICIAL SEAL

DIANE M. LOMASNEY

NOTARY PUBLIC-OREGON (COMMISSION NO. 447910 (MY COMMISSION EXPIRES MARCH 30, 2014 (MY COMMISSION EXPIRES MY COMMISSION EXPIRES MY COMMISSION EXPIRES MY COMMISSION EXPIRES MY COMMISSION EXP

By Clare M. O.

Residing at //

Notary Public in and for the State of Cles

My commission expires_

2011.

All Rights Reserved.

- OR

LASER PRO Lending, Ver. 5.55.00.002

Copr. Harland Financial Solutions, Inc. 1997, L:\HFS\CF\\LPL\G202.FC TR-94962 PR-COMMINV

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

All of Farm Unit "H", according the Farm Unit Plat, or Lot 13, the S1/2, the S1/2 of the N1/2, and the S1/2 of the N1/2 of the N1/2 of Lot 12 of Section 14 in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO an easement to Klamath County, being Stateline Road, per Klamath County Commissioner's Journal 7, page 247.

SUBJECT TO an easement to Klamath County, being Adams Point Road, per Klamath County. Commissioner's Journal 7, page 52.

PARCEL 2:

That portion of the S1/2 SW1/4 of Section 16, Township 41 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon, as described as follows:

Beginning at the intersection of the Northeasterly line of the Great Northern Railroad right of way, 300 feet wide, as described in deed recorded in Volume 96, page 109, of Deed Records of Klamath County, Oregon, with the Northwesterly line of the Depot Road, 80 feet wide, as described in Deed recorded in Volume 96, page 173, of Deed Records of said County; thence North 71° 45' East along said Depot Road a distance of 263.29 feet to the True Point of Beginning of this description; thence North 165.23 feet; thence West 549.60 feet to the Northeasterly line of said Railroad right of way; thence following the boundary line of said Railroad right of way to its intersection with the North line of the S1/2 of the SW1/4 of Section 16; thence East along the North line to the Northeast corner of the SE1/4 of the SW1/4; thence South along the East line of said SE1/4 of the SW1/4 277.90 feet, more or less, to its intersection with the Northwesterly line of the Depot Road; thence Southwesterly along the Northwesterly line of the Depot Road; thence Southwesterly along the Northwesterly line of the Depot Road to the true point of beginning.

EXCEPTING therefrom an additional portion conveyed to the Great Northern Railway by deed recorded in Volume 105 of Deeds, page 209, Records of Klamath County, Oregon.

PARCEL 3:

That portion of the SE1/4 SW1/4 of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the Northeast line of the Great Northern Railroad right of way, 300 feet wide, as described in Deed Volume 96, page 109, records of said County, with the Northerly line of Depot Road, 80 feet wide, as described in Deed recorded in Volume 96, page 173 of Deed Records of County; thence North 71° 45' East along said Depot Road 263.29 feet; thence North 165.23 feet; thence West 549.60 feet to the Northeast line of said railroad right of way, said line being a curve concave Southwesterly having a radius of 3064.93 feet; thence Southeasterly along said curve, 388.96 feet to the point of beginning.