

20110744

2011-009017

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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



00105608201100090170060069

08/05/2011 11:12:29 AM

Fee: \$62.00

**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 July 15, 2011, is made and executed between **K, FALLS INVESTMENT, LLC ("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 July 13, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

recorded on July 28, 2006 in Volume M06-15204 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:

Lots 1, 2, 3, 4 and 5 Block 104 of KLAMATH ADDITION, 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 606 S. 6th Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-032AD-06500-000, 3809-032AD-06501-000 & 3809-032AD-06600-000.

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

**Extended Maturity Date.**

**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.

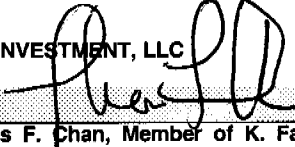
**DUE ON SALE-CONSENT BY LENDER.** Due On Sale-Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all and any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

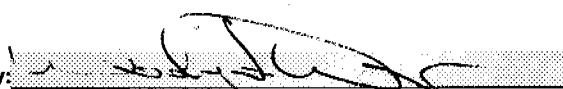
**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, 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 JULY 15, 2011.**


**GRANTOR:**

**K. FALLS INVESTMENT, LLC**

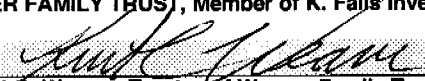
By:   
Thomas F. Chan, Member of K. Falls Investment, LLC


By:   
Wendy J. Weaver, Member of K. Falls Investment, LLC

**MARY M. TOWNS TRUST, Member of K. Falls Investment, LLC**

By:   
Mary M. Towns, Trustee of Mary M. Towns Trust

**WEAVER FAMILY TRUST, Member of K. Falls Investment, LLC**

By:   
Kurt C. Weaver, Trustee of Weaver Family Trust

By:   
Christine A. Weaver, Trustee of Weaver Family Trust

W2PMT



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 830741874

LENDER:

SOUTH VALLEY BANK & TRUST

x *Lissa Koch*  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

*See attached*

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared **Thomas F. Chan, Member of K. Falls Investment, LLC; Wendy J. Weaver, Member of K. Falls Investment, LLC; Mary M. Towns, Trustee of Mary M. Towns Trust, Member of K. Falls Investment, LLC; Kurt C. Weaver, Trustee of Weaver Family Trust, Member of K. Falls Investment, LLC; and Christine A. Weaver, Trustee of Weaver Family Trust, Member of K. Falls Investment, LLC**, 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 \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public In and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF *Oregon* )

) SS

COUNTY OF *Wasco* )



On this *2nd* day of *August*, 20*11*, before me, the undersigned Notary Public, personally appeared *Lissa Koch* and known to me to be the *Comptroller Officer*; 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]*

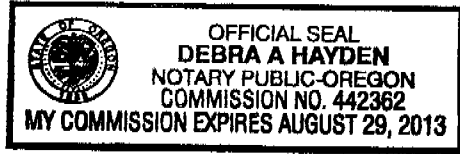
Residing at *Wasco Falls*

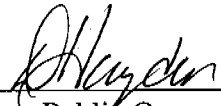
Notary Public In and for the State of *Oregon*

My commission expires *2-9-15*

STATE OF OREGON            )  
  ) ss  
County of Sherman         )

This document, a Modification of Deed of Trust, was signed before me on July 21, 2011 by Wendy J. Weaver.



  
\_\_\_\_\_  
Notary Public Oregon

My Commission Expires: 08/29/2013

ACKNOWLEDGMENT

State of California  
County of Alameda )

On July 27<sup>th</sup>, 2011 before me, Kanan Gupta, Notary Public  
(insert name and title of the officer)

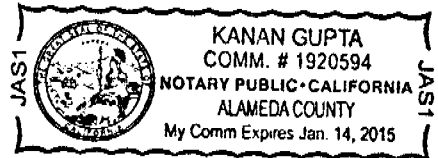
personally appeared THOMAS F. CHAN  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kgupta

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

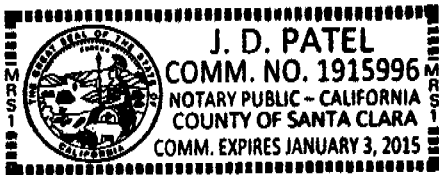
State of California

County of Santa Clara

On 07-27-11 before me, J.D. Patel, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mary. M. Towns  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature J.D. Patel  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: modi. of Deed of Trust.

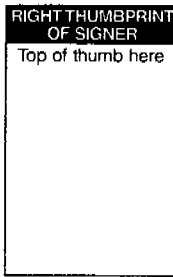
Document Date: 7-27-11 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: as above

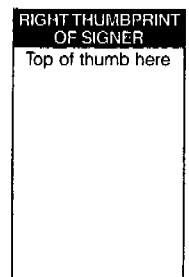
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Siskiyou

On July 18, 2011 before me, Josephine N. Wyatt  
Date Here Insert Name and Title of the Officer

personally appeared Rud C. Weaver and Christine A. Weaver  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Josephine N. Wyatt  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Modification of Deed of Trust

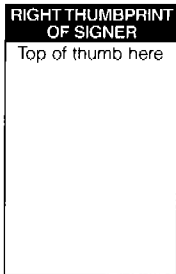
Document Date: July 18, 2011 Number of Pages: 2 (Front & Back)

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rud C. Weaver

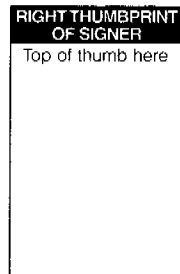
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: Christine A. Weaver

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_