

WT 1396-10948

2012-010697

Klamath County, Oregon

RECORDATION REQUESTED BY:

Sterling Savings Bank dba Sterling Bank
Klamath Falls Commercial Banking Center
540 Main St
Klamath Falls, OR 97601



00124886201200106970020021

09/27/2012 02:43:20 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:

PADILLA HOLDING CO., LLC
3250 WASHBURN WAY
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 24, 2012, is made and executed between PADILLA HOLDING CO., LLC, whose address is 3250 WASHBURN WAY, KLAMATH FALLS, OR 97603 ("Grantor") and Sterling Savings Bank dba Sterling Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 19, 2008 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED DECEMBER 23, 2008 UNDER KLAMATH COUNTY AUDITOR'S FILE #2008-016769.

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

LOT 5 IN BLOCK 1, TRACT 1239, RE-SUBDIVISION OF LOT 5, BLOCK 1, WASHBURN PARK, TRACT 1080, 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 3250 WASHBURN WAY, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 3909-009AA-01100-000.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS:

NOTE DATED SEPTEMBER 24, 2012 IN THE PRINCIPAL AMOUNT OF \$111,111.00 WITH A MATURITY DATE OF MAY 15, 2023

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.

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 SEPTEMBER 24, 2012.

GRANTOR:

PADILLA HOLDING CO., LLC

By: 
KENNETH PADILLA, Manager of PADILLA HOLDING CO., LLC

LENDER:

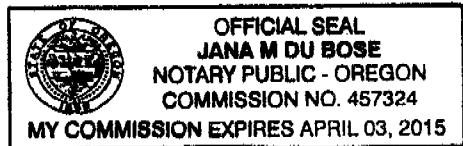
STERLING SAVINGS BANK DBA STERLING BANK

x 
Authorized 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.

425mct

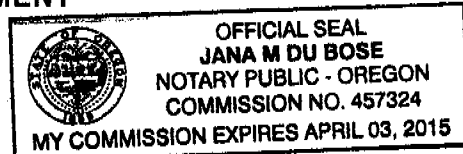
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
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On this 27th day of Sept., 2012, before me, the undersigned Notary Public, personally appeared **KENNETH PADILLA, Manager of PADILLA HOLDING CO., 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 Jana M. DuBose
Notary Public in and for the State of OregonResiding at Klamath County
My commission expires 4/13/15

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath)
) SS
)

On this 27th day of Sept., 2012, before me, the undersigned Notary Public, personally appeared Sumner Leishkow and known to me to be the Loan Officer, authorized agent for **Sterling Savings Bank dba Sterling Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Sterling Savings Bank dba Sterling Bank**, duly authorized by **Sterling Savings Bank dba Sterling 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 **Sterling Savings Bank dba Sterling Bank**.

By Jana M. DuBose
Notary Public in and for the State of OregonResiding at Klamath County
My commission expires 4/13/15