



2015-000823
Klamath County, Oregon
01/29/2015 02:52:04 PM
Fee: \$47.00

WHEN RECORDED MAIL TO:

Premier Community Bank
Forest Grove Office
2811 19th Ave., Suite A
Forest Grove, OR 97116

SEND TAX NOTICES TO:

P.J. McNeal Properties, LLC
PO Box 91201
Portland, OR 97291

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 21, 2015, is made and executed between P.J. McNeal Properties, LLC, an Oregon limited liability company ("Grantor") and Premier Community Bank, whose address is Forest Grove Office, 2811 19th Ave., Suite A, Forest Grove, OR 97116 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 17, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on November 17, 2004, Recording # Vol M04, Page 79421-26, in Klamath County, State of Oregon.

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

Parcels 2 and 3 of Land Partition 15-02, a replat of Parcel 1, Land Partition 32-95, Klamath Community Development Corporation, NW 1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 6450 Swan Court, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-02200-00200-000; 3909-02200-00200-0A1; 3909-02200-00206-000.

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

The Maturity date of the Note is hereby extended to January 15, 2030.

The legal description is changed as referenced above.

The Beneficiary is hereby amended to read Premier Community Bank, successor by name change to Columbia Community Bank, its successors and assigns.

The Lender is hereby amended to read Premier Community Bank, successor by name change to Columbia Community Bank, its successors and assigns.

The Trustee is hereby amended to read Trustee Services, Inc., whose address is PO Box 2980 / 3647 NW Byron Street, Suite 200, Silverdale, WA 98383-2980 and any substitute or successor trustees.

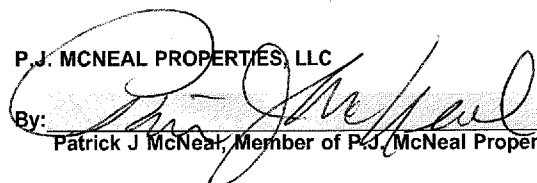
Appraisals. In addition to other terms and conditions granted to Lender, Borrower provides the Lender with the right to obtain appraisals of the value of some or all of any Real Property pledged as collateral whenever an Event of Default exists or whenever Lender, in Lender's sole discretion, reasonably determines that the value of the Real Property is impaired or has declined. When an appraisal is so obtained, Borrower agrees to pay all reasonable costs associated with the appraisal.

Future Advances. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

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 JANUARY 21, 2015.

GRANTOR:

P.J. MCNEAL PROPERTIES, LLC
By: 
Patrick J McNeal, Member of P.J. McNeal Properties, LLC

LENDER:

PREMIER COMMUNITY BANK

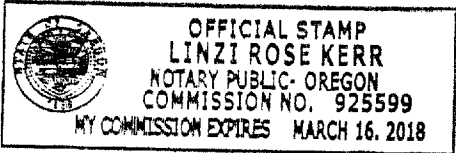
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Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

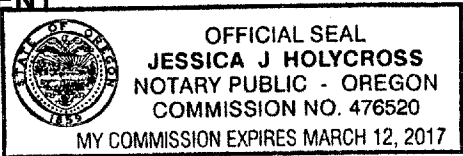


On this 29 day of January, 20 15, before me, the undersigned Notary Public, personally appeared **Patrick J McNeal, Member of P.J. McNeal Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged 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] Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires March 16, 2018

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Washington)



On this 26 day of January, 20 15, before me, the undersigned Notary Public, personally appeared Tom Raabe and known to me to be the Vice President, authorized agent for **Premier Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Community Bank**, duly authorized by **Premier Community 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 **Premier Community Bank**.

By Jessica J Holycross Residing at Forest Grove, OR
Notary Public in and for the State of Oregon My commission expires March 12, 2017