

RECORDATION REQUESTED BY:

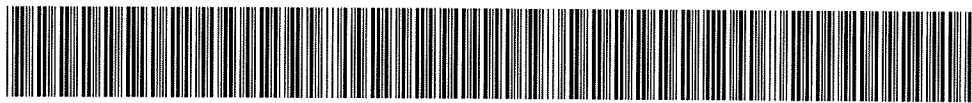
Bank of the Cascades
Consumer/Small Business Lending
1070 NW Bond, Suite 203
Bend, OR 97703

WHEN RECORDED MAIL TO:

Bank of the Cascades
Consumer/Small Business Lending
1070 NW Bond, Suite 203
Bend, OR 97703

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated May 16, 2016, is made and executed between GILCHRIST WEST LLC, AN OREGON LIMITED LIABILITY COMPANY, whose address is PO BOX 1655 YREKA, CA 96097 ("Grantor") and Bank of the Cascades, whose address is Consumer/Small Business Lending, 1070 NW Bond, Suite 203, Bend, OR 97703 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 17, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded September 08, 2005 as Instrument #M05-63811 Klamath County Official Records.

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

AS SHOWN ON ORIGINAL DEED OF TRUST

The Real Property or its address is commonly known as 138222, 138224, 138214 and 138216 Pond/ 138064, 138058, 138052, 138054, 138042, 138044, 138036, 137930, 137816 and 137808 Whitechrist/ 137670 and 137434 Hwy 97, GILCHRIST, OR 97337. The Real Property tax identification number is 240900-101, 240919-104, 240930-201, 200930AB-1600, 240930AB-1700 AND 240930AC-1900.

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

Decrease loan to **\$206,395.21** and extend maturity date to **May 16, 2026.**

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 endorser 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 MAY 16, 2016.

GRANTOR:

GILCHRIST WEST LLC

By: 
JOHN S. ERNST, Managing Member of GILCHRIST WEST LLC

Recorded by AmeriTitle as an
accommodation only. No liability
is accepted for the condition of
title or for the validity, sufficiency,
or effect of this document.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 50121018

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LENDER:

BANK OF THE CASCADES

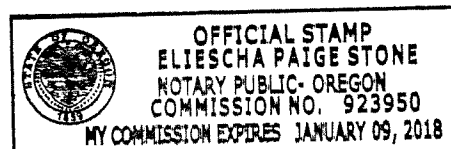
x [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Deschutes

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On this 24TH day of May, 20 16, before me, the undersigned Notary Public, personally appeared JOHN S ERNST, Managing Member of GILCHRIST WEST 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 Bend

Notary Public in and for the State of Oregon

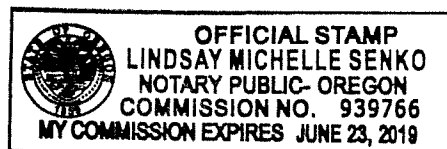
My commission expires 1/9/18

LENDER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF DESCHUTES

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On this 24 day of MAY, 20 16, before me, the undersigned Notary Public, personally appeared ELIESHA P. STONE and known to me to be the VICE PRESIDENT, authorized agent for Bank of the Cascades that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Bank of the Cascades, duly authorized by Bank of the Cascades 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 Bank of the Cascades.

By Lindsay Michelle Senko

Residing at BEND, OR

Notary Public in and for the State of OREGON

My commission expires JUNE 23, 2019