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MODIFICATION OF MORTGAGE

MODIFICATION OF MORTGAGE, made and entered into as of the 14th day of June, 1965, by and between BEND-PORTLAND TRUCK SERVICE, INC., an Oregon corporation, Mortgagor, and MARGARET BANE and KATHERINE BURCHFIELD, Mortgagees;

WITNESSETH:

WHEREAS, BEND-PORTLAND TRUCK SERVICE, INC., has made and executed and contemporaneously herewith delivered to MARGARET BANE and KATHERINE BURCHFIELD, a Mortgage dated June 14, 1965, covering certain properties therein described located in Multnomah, Deschutes, Jefferson, Crook and Klamath Counties, in the State of Oregon, to secure the indebtedness of BEND-PORTLAND TRUCK SERVICE, INC. in the amount of \$228,000.00 owed to MARGARET BANE and KATHERINE BURCHFIELD, which Mortgage will be recorded simultaneously with this Modification of Mortgage; and

WHEREAS, the parties hereto desire to modify said Mortgage in the following respects;

For valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree that despite any provision in the Mortgage to the contrary, the Mortgagees shall have no right whatsoever to accelerate any indebtedness secured by the Mortgage upon the default of the Mortgagor in the performance of its covenants and obligations set forth on page 2 and page 3 of said Mortgage reading as follows:

// "As to Parcel One, mortgagor covenants to and with mortgagees that mortgagor has a valid and existing option to purchase said Parcel One for the sum of \$75,000 from the Port of Portland, a municipal corporation of the State of Oregon. Mortgagor further covenants that it will promptly borrow the \$75,000 necessary to exercise said option, execute a first mortgage on the property described in Parcel One in favor of such lender of \$75,000 and that this mortgage shall constitute a second mortgage to such first mortgage as to Parcel One.";

and that the sole remedy of the Mortgagees for any breach of such covenants and obligations of the Mortgagor shall be an action for damages or a suit for specific performance, and in this regard the Mortgagor agrees that a violation by it of any of the terms or conditions of the aforesaid covenants will cause irreparable injury to the Mortgagees and accordingly the Mortgagees shall be entitled to have the obligations of the Mortgagor thereunder specifically enforced by a court of equity in a suit for specific performance.

It is understood and agreed that all of the terms, covenants, provisions and conditions of the aforesaid Mortgage dated June 14, 1965, are hereby ratified, continued and confirmed except as specifically modified by this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BEND-PORTLAND TRUCK SERVICE, INC.

By *Robert J. Jones* President

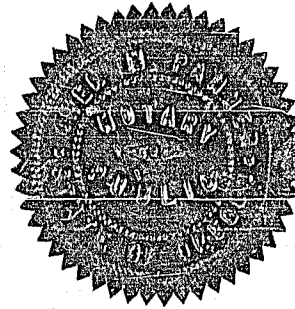
By *Lawrence H. Jackson* Secretary

Mortgagor

Margaret Bane (SEAL)
Margaret Bane

Katherine Burchfield (SEAL)
Katherine Burchfield

Mortgagees



STATE OF OREGON,)
County of Multnomah.) ss.

On this 9th day of July, 1965, before me, the undersigned, a notary public in and for said county and state, appeared WILFRED JOSSEY and DOROTHY HENDRICKSON, both to me personally known, who, being duly sworn, did say that he, the said Wilfred Jossey, is the President, and she, the said Dorothy Hendrickson, is the Secretary of BEND-PORTLAND TRUCK SERVICE, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and Wilfred Jossey and Dorothy Hendrickson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

[Signature]
Notary Public for Oregon

My commission expires 10/17/66

STATE OF OREGON,)
County of MULTNOMAH) ss.

BE IT REMEMBERED, that on this 10th day of July, 1965, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named MARGARET BANE, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My commission expires 4/26/69

STATE OF OREGON,)
County of MULTNOMAH) ss.

BE IT REMEMBERED, that on this 10th day of July, 1965, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named KATHERINE BURCHFIELD, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My commission expires 4/26/69

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STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Veatch, Lovett & Stiner

this 21 day of July A.D. 19 65 at 11:11 clock AM, and

duly recorded in Vol. M 65 of Mortgages on Page 152

Fee \$6.00

DOROTHY ROGERS, County Clerk

By *Jane Miller*

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