

28976

Vol. MCV Page 8330**RECORDATION REQUESTED BY:**

Forest Products Federal  
Credit Union  
PO Box 1179  
Klamath Falls, Oregon 97601

**WHEN RECORDED MAIL TO:**

Forest Products Federal  
Credit Union  
PO Box 1179  
Klamath Falls, Oregon 97601

**SEND TAX NOTICES TO:**

Robert E. Cheyne and  
Helen J. Cheyne  
Shield Crest, Inc.  
9682 Greenbriar Drive  
Klamath Falls, OR 97603

Space Above This Line is For  
Recorder's Use Only

K-43169

**MODIFICATION OF DEED OF TRUST****LINE OF CREDIT MORTGAGE**

**LINE OF CREDIT MORTGAGE.** (a) This Deed of Trust is a **LINE OF CREDIT MORTGAGE**. (b) The maximum amount to be advanced pursuant to the credit agreement is \$1,070,000.00. (c) The term of the credit agreement commences on the date of the Deed of Trust and ends on or after April 30, 2003.

**THIS MODIFICATION OF DEED OF TRUST IS DATED** 4-30, 1991, **BETWEEN** Shield Crest, Inc. (referred to below as "Grantor"), whose address is 9682 Greenbriar Drive, Klamath Falls, OR 97603; and Forest Products Federal Credit Union (referred to below as "Lender"), whose address is P.O. Box 1179, Klamath Falls, OR 97601.

**DEED OF TRUST.** Grantor and Lender have entered into a Deed of Trust dated March 13, 1990 (the "Deed of Trust") recorded in Klamath County, State of Oregon, at Book/Volume M 90, Page 4720, on March 14, 1990.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the real property (the "Real Property") in Klamath County, State of Oregon, described on Exhibit A attached hereto and incorporated by this reference.

**MODIFICATION.** Grantor and Lender hereby modify the Deed of Trust to change the maturity date of the Note to April 30, 2003.

**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

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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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SHIELD CREST, INC.

By:

Robert E. Cheyne  
Robert E. Cheyne, President

LENDER:

FOREST PRODUCTS FEDERAL  
CREDIT UNION

By:

Henry J. Caldwell  
Authorized Officer

STATE OF OREGON )

County of Klamath )

ss.

On this 30 day of April, 1991, personally before me appeared Robert E. Cheyne and known to me to be the President of Shield Crest, Inc., that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

Given under my hand and official seal this 30 day of April, 1991.

M. P. H.  
Notary Public for Oregon  
My Commission Expires: 3/30/97

## LENDER ACKNOWLEDGMENT

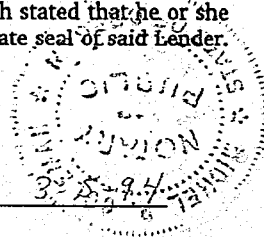
STATE OF OREGON                    )  
   )  
 County of Klamath                )           ss.

On this 1 day of May, 1991, before me, the undersigned Notary Public, personally appeared Henry I Caldwell and known to me to be the president, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature]

Residing at Klamath Falls

Notary Public in and for  
 the State of Oregon  
 My Commission Expires: 3-29-94



A parcel of land located in the West one-half of the East one-half of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 5 and 8, Township 39 South, Range 10 East of the Willamette Meridian; thence along the North line of said Section 8, North 89 degrees 45' 14" East 953.75 feet to the Northeast corner of a parcel of land described in Deed Volume M84 page 3240, Klamath County Deed Records; thence, along the boundaries of said parcel, South 00 degrees 13' 00" East 185.00 feet; thence North 89 degrees 45' 14" East 348.05 feet; thence South 00 degrees 13' 00" East 372.07 feet; thence East 30.00 feet to a point on East line of the NW1/4 NE1/4 of Section 8; thence along said East line South 00 degrees 13' 00" East 504.96 feet to the Northeast corner of a parcel of land described in Deed Volume M87 page 15532, Klamath County Deed Records; thence along the boundaries of said parcel, South 88 degrees 00' 16" West 220.52 feet; thence North 85 degrees 19' 47" West 286.02 feet; thence South 8 degrees 45' 58" West 551.68 feet to the Southwest corner of said parcel; thence South 8 degrees 48' 39" West 1935.93 feet to the Northeasterly corner of a parcel of land described in Deed Volume 203 page 199, Klamath County Deed Records; thence North 65 degrees 45' 28" West 199.82 feet to the Northwesterly corner of said parcel and the Northeasterly corner of a parcel of land described in Deed Volume M83 page 13511, Klamath County Deed Records; thence along the Northerly boundary of said parcel North 80 degrees 36' 19" West 274.21 feet to a point on the West line of the East one-half of Section 8; thence along said East line North 00 degrees 03' 03" East 3372.34 feet to the point of beginning.

Tax Account No: 3910 00800 00100

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 3rd day of May A.D. 19 91 at 1:47 o'clock P.M., and duly recorded in Vol. M91 of Mortgages on Page 8330.

FEE \$23.00

Evelyn Biehn, County Clerk

By Pauline M. Mendenhall