

73466

12-28-93A11-27 RCVD

RECORDATION REQUESTED BY:

WESTERN BANK
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

Vol 93 Page 34845

WHEN RECORDED MAIL TO:

WESTERN BANK
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

SEND TAX NOTICES TO:

CASCADE AUTOMOTIVE, INC.
3000 PERSHING WAY
KLAMATH FALLS, OR 97603

K-44983

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 20, 1993, BETWEEN CASCADE AUTOMOTIVE, INC., AN ESTATE IN FEE SIMPLE (referred to below as "Grantor"), whose address is 3000 PERSHING WAY, KLAMATH FALLS, OR 97603; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 17, 1993 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED AT KLAMATH COUNTY COURTHOUSE ON MAY 18, 1993 INSTRUMENT #83-11154

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in KLAMATH County, State of Oregon:

PARCEL 2 OF PARTITION #68-92, LOCATED IN LOTS 1 AND 2 BLOCK 2, TRACT 1080 - WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON, FILED JUNE 23, 1993.

The Real Property or its address is commonly known as WASHBURN WAY, KLAMATH FALLS, OR 97603.

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

EXTEND MATURITY DATE FROM 11-16-93 TO 6-20-94.

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.

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

GRANTOR:

CASCADE AUTOMOTIVE, INC.

By:

Randall Nunes
RANDALL NUNES, Vice President/Secretary

By:

Debbie Nunes
DEBBIE NUNES, President

LENDER:

WESTERN BANK

By:

Stephen J. Sutton
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon) ss

COUNTY OF Klamath)

On this 23 day of Dec, 1993, before me, the undersigned Notary Public, personally appeared RANDALL NUNES, Vice President/Secretary; and DEBBIE NUNES, President of CASCADE AUTOMOTIVE, INC., and known to me to be authorized agents of the corporation 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By:

Kim E. Vinson

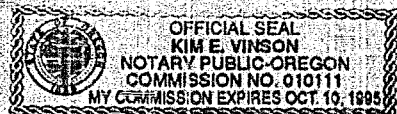
Residing at

Klamath Falls, Or.

Notary Public in and for the State of

My commission expires

Oct. 10, 1995



LENDER ACKNOWLEDGMENT

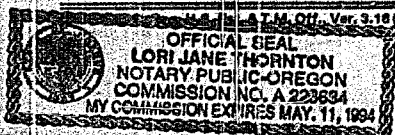
STATE OF Oregon

COUNTY OF Klamath) ss

On this 27th day of December, 19 93, before me, the undersigned Notary Public, personally appeared Stephen D. Fulton and known to me to be the AVP/Manager, 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, Oregon

Notary Public in and for the State of OREGON My commission expires 5-11-94



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 28th day
of Dec. A.D. 19 93 at 11:27 o'clock A.M., and duly recorded in Vol. M93
of Mortgages on Page 34845.

FEE \$15.00

Evelyn Biehn, County Clerk
By [Signature]