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02-03-94P01:54 RCVD

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**RECORDATION REQUESTED BY:**

Pacific Continental Bank  
1450 High Street  
P.O. Box 3155  
Eugene, OR 97403

**WHEN RECORDED MAIL TO:**

Pacific Continental Bank  
1450 High Street  
P.O. Box 3155  
Eugene, OR 97403

**SEND TAX NOTICES TO:**

Shirbeck, Inc.  
1011 Main St/P.O. Box 899  
Cottage Grove, OR 97424

# 25540  
MOE 32140

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 15, 1993, BETWEEN Shirbeck, Inc., an Oregon Corporation (referred to below as "Grantor"), whose address is 1011 Main St/P.O. Box 899, Cottage Grove, OR 97424; and Pacific Continental Bank (referred to below as "Lender"), whose address is 1450 High Street, P.O. Box 3155, Eugene, OR 97403.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated June 19, 1991 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded June 20th 1991, Vol. M91, Page 11884 in the County Clerk Office of Klamath County.

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

See Attached Exhibit "A".

The Real Property or its address is commonly known as **The E1/2 of the SW1/4 and the W1/2 of the SE1/4 of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, Klamath Falls, OR 97601.** The Real Property tax identification number is 2409 00000 01700.

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

Extend maturity date from December 15, 1993 to May 01, 1994.

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, 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:

Shirbeck, Inc.

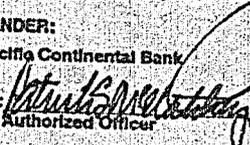
By:

  
Christopher C. Meyers, President

LENDER:

Pacific Continental Bank

By:

  
Authorized Officer

**MODIFICATION OF DEED OF TRUST**  
(Continued)

**CORPORATE ACKNOWLEDGMENT**

STATE OF Oregon )  
 ) SS  
COUNTY OF LANE )



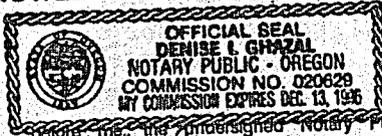
On this 1<sup>st</sup> day of FEBRUARY, 1994, before me, the undersigned Notary Public, personally appeared Christopher C. Meyers, President of Shirbeck, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Patrick S. McClatchey  
Notary Public in and for the State of Oregon

Residing at EUGENE  
My commission expires 12/19/95

**LENDER ACKNOWLEDGMENT**

STATE OF Oregon )  
 ) SS  
COUNTY OF Lane )



On this 1<sup>st</sup> day of February, 1994, before me, the undersigned Notary Public, personally appeared Patrick S. McClatchey and known to me to be the Assistant Vice 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 Denise L. Ghazal  
Notary Public in and for the State of Oregon

Residing at Eugene  
My commission expires 12-13-96

EXHIBIT "A"  
LEGAL DESCRIPTION

The E1/2 of the SW1/4 and the W1/2 of the SE1/4 of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING THEREFROM;

A parcel of land lying in the SW1/4 SE1/4 of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the said parcel being that portion of said SW1/4 SE1/4 lying Easterly of a line which is parallel to and 200 feet Westerly of the centerline of the Dalles-California Highway as said highway has been relocated, which centerline is described as follows:

Beginning at Engineer's centerline station 1446+00, said station being 230 feet North and 1080 feet West of the Southeast corner of said Section 8; thence South 37 degrees 01' West 600 feet to Station 1452+00; the Westerly line of said strip of land crossing the East and South line of said SW1/4 of the SE1/4 opposite stations 1446+65 and 1449+95, respectively.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 3rd day  
of Feb A.D. 19 94 at 1:54 o'clock P M., and duly recorded in Vol. M94  
of Mortgages on Page 3945.

Evelyn Bienn County Clerk  
By S. Wilson Miller

FEE \$20.00