

85215

08-02-94A10:49 RCVD

Volm 94 Page 22566

RECORDATION REQUESTED BY:

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

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 20, 1994, 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 #93-11154

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 #66-92, 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 3000 PERSHING WAY, KLAMATH FALLS, OR 97603.

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

EXTEND MATURITY DATE FROM 7-20-94 TO 1-20-95

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:

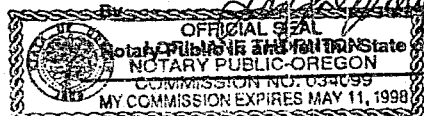
Stephen S. Walters
Authorized Officer

07-20-1994
Loan No 9003MODIFICATION OF DEED OF TRUST
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

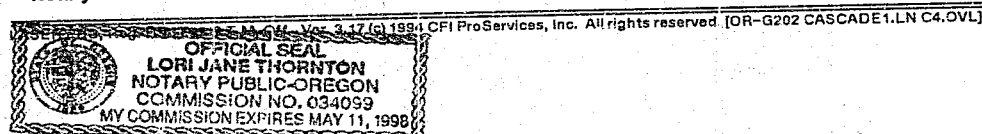
On this 28th day of July, 19 94, before me, the undersigned Notary Public, personally appeared **RANDALL NUNES, Vice President/Secretary; and DEBBIE NUNES, President of CASCADE AUTOMOTIVE, INC.**, and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust 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 [Signature] OREGONResiding at Klamath Falls, OregonMy commission expires 5-11-1998

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 28th day of July, 19 94, 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] OREGONResiding at Klamath Falls, OregonMy commission expires 5-11-1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 2nd day
of Aug A.D., 19 94 at 10:49 o'clock A. M., and duly recorded in Vol. M94
of Mortgages on Page 23566.

Evelyn Biehn - County Clerk

By [Signature]

FEE \$15.00