

WHEN RECORDED MAIL TO:

U. S. BANK NATIONAL ASSOCIATION
 PL-7 OREGON COMMERCIAL LOAN SERVICING
 555 S. W. OAK
 PORTLAND, OR 97204

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATC 982046
 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 1993, BETWEEN SHASTA VIEW PRODUCE, INC. (referred to below as "Grantor"), whose address is P.O. BOX 412, MALIN, OR 97622; and U. S. BANK NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is PL-7 OREGON COMMERCIAL LOAN SERVICING, 555 S. W. OAK, PORTLAND, OR 97204.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 3, 1917 (the "Mortgage") recorded in KLAMATH COUNTY County, State of Oregon as follows:

MORTGAGE RECORDED JUNE 11, 1987 IN VOLUME M87 PAGE 9731 VOLUME M87 PAGE 10151 OF THE MORTGAGE RECORDS OF KLAMATH COUNTY, OREGON.

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

The NE 1/4 NW 1/4 of Section 9, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM, 9 acres for road as described in Klamath County Deeds, Volume 153 at Page 523, located in Section 9, Township 41 South, Range 12 East of the Willamette Meridian.

The Real Property or its address is commonly known as **HICKA ROAD, MALIN, OR 97632**. The Real Property tax identification number is CODE 16 MAP #4111-800 TL #401 KEY #614057.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

THE LINE OF CREDIT INSTRUMENT IS HEREBY AMENDED TO READ: (b) THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE NOTE IS \$1,335,140.67.

TO INCLUDE THE FOLLOWING NOTE: THE NOTE DATED JANUARY 28, 1993 IN THE PRINCIPAL AMOUNT OF \$65,508.00 FROM MCVAY FARMS, INC. TO LENDER, TOGETHER WITH ALL RENEWALS, EXTENSIONS, MODIFICATIONS, REFINANCINGS AND SUBSTITUTIONS FOR THE NOTE.

THE MATURITY DATE OF THE NOTE DATED JUNE 11, 1997 IN THE PRINCIPAL AMOUNT OF \$811,360.09 HAS BEEN EXTENDED TO AUGUST 31, 1992.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

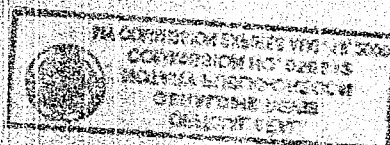
SHASTA VIEW PRODUCE, INC.

By: Ronald C. McVay Pres.
 RONALD C. MCVAY, PRESIDENT

U. S. BANK NATIONAL ASSOCIATION

By: [Signature] V.P.
 Authorized Officer

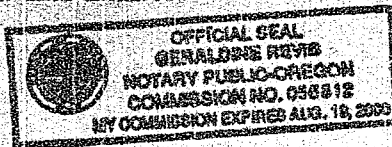
This instrument is being recorded as an accommodation only, and has not been intended as to validity, sufficiency or effect it may have upon the herein described property. The county recording has been requested of **JOHN TYLE & SCHOON, INC.**



COMBOWIE WORKSHEET

MODIFICATION OF MORTGAGE

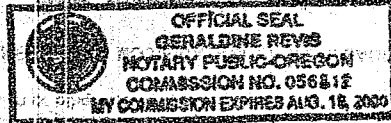
CORPORATE ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF KlamathOn this 29 day of January, 1998, before me, the undersigned Notary Public, personally appeared

Ronald C. McVay, President
 RONALD C. McVAY of SHASTA VIEW PRODUCE, INC., and known to me to be authorized agent(s) of the corporation that executed the Modification of Mortgage 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 Geraldine RevisResiding at Klamath Falls, OregonNotary Public in and for the State of OregonMy commission expires Aug. 18, 2000

LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath

On this 29 day of January, 1998, before me, the undersigned Notary Public, personally appeared
Gail Stephens and known to me to be the (Lender), authorized agent for the Lender that executed the within 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 said act is the corporate act of said Lender.

By Geraldine RevisResiding at Klamath Falls, OregonNotary Public in and for the State of OregonMy commission expires Aug. 18, 2000

LASER PRO, Rep. U.S. Pat. & T.M. Off., Ver. 3.2 (c) 1995 CEI Professional, Inc. All rights reserved. (CEI-0561) MC VAY & CO., INC.

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 10th day
 of February A.D., 1998 at 2:13 o'clock P. M., and duly recorded in Vol. M98
 of Mortgages on Page 4338

FEE \$15.00

By Bernetha G. Louch, County Clerk
Geraldine Revis

MODIFICATION OF MORTGAGE

BY (Signature)BY (Signature) AND FILE IS FOR RECORDING & FEE OF \$

NOTARY OF 4339

STATE OF OREGON

NOTARY PUBLIC - OREGON

MY COMMISSION EXPIRES AUG. 18, 2000

WHEN RECORDED WITH 10

25382

25382

25382

25382