

THIS AGREEMENT, made and entered into on the 19th day of January, 1999, by and between Pioneer Trust Bank, N.A., hereinafter called first party, and Donald J. Oman hereinafter called second party, and WYNNE SEITH hereinafter called third party;

RECITALS: On or about November 19, 1996, second party first party a promissory note in the sum of \$100,000.00, together with the note. The security agreement was recorded in the Mortgage Records of Klamath County, Oregon, on November 22, 1996, in book/roll/volume No. M96 at page 36385 and/or as fee/file/instrument/microfilm/reception No. [blank].

The first party currently is the owner and holder of the note and security agreement. The second party is [ ] the mortgagor, [ ] the successor in interest of the mortgagor (indicated by which) and the current owner of the real property described in the security agreement. The first party is willing to advance the current unpaid balance of the note, together with the interest thereon, to the second party. The second party has requested an extension of the term(s) for payment of the debt evidenced by the note and secured by the security agreement. The first party is willing to do so, receipt of which hereby is acknowledged by the first party, the first party hereby extends the balance of the note as follows:

NOW, THEREFORE, for value received, this first party hereby extends to the second party a revolving line of credit with a maximum principal balance of \$50,000.00 at any one time. Beginning on the 10th day of February, 1999, and on the 10th day of each month thereafter payments will be due in the sum of interest only monthly, or more, and the balance of said principal sum will be due and payable on the 10th day of December, 1999, all the said installments of principal and interest being payable in lawful money of the United States of America at the office of Pioneer Trust Bank, N.A. in Salem, Oregon, or at such other place as the holder hereof may designate in writing.

The prime rate plus 2.0% with a floor of 8.0% and a ceiling of 14.0%. Maximum Amount \$0,000.00 Maturity Date 12-10-99

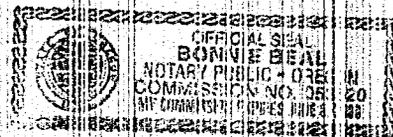
(IF SPACE INSUFFICIENT, CONTINUE DECLARATION ON REVERSE SIDE)  
 The sum now unpaid on the note and the declining balances thereof shall bear interest hereafter at the rate of [ ] percent per annum. In no way does this instrument change the terms of the note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, except for the change in interest rate, if any, and the extension granted herein. The second party hereby agrees to pay the current unpaid balance of the note, together with the interest, promptly at the time(s) stated in the note. The third party, if any, agrees to such increase, if the rate of interest on the current debt is hereby increased, to the extent that any party may be more than one person. If the context so requires, the singular shall be taken to mean the plural. Generally, all immaterial changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document in duplicate on the date first above written; if any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Pioneer Trust Bank, N.A.  
 BY: [Signature] Vice President  
 Donald J. Oman Second Party  
 Wynne Seith Third Party

IMPORTANT NOTICE: If the above extension contains a charge or fee for granting such extension, and if the obligation described above is other than one "upon which the amount of the finance charge is determined by the application of a percentage rate to the unpaid balance," disclosures must be made by the first party pursuant to section 226.3(a) of Regulation Z. For this purpose, Section Nine Part 161.1319 or equivalent should be used.  
 (NOTE: Only the first party's acknowledgment is required.)

STATE OF OREGON, County of Marion ) ss.  
 This instrument was acknowledged before me on Jan 20, 1999,  
 by Donald J. Oman  
 This instrument was acknowledged before me on January 20, 1999,  
 by Schell L. Willoughby  
 as Vice President  
 of Pioneer Trust Bank, N.A.



[Signature] Notary Public for Oregon  
 My commission expires 8-20-00

EXTENSION OF MORTGAGE OR TRUST DEED  
 Pioneer Trust Bank, N.A.  
 TO  
 Donald J. Oman  
 Attn: Bonnie Beal  
 Pioneer Trust Bank, N.A.  
 109 Commercial Street, NE  
 P. O. Box 2188  
 Salem, Oregon 97301

STATE OF OREGON, County of Klamath ) ss.  
 I certify that the within instrument was received for record on the 26th day of January, 1999, at 1:57 o'clock P.M., and recorded in book/roll/volume No. M99 on page 2719 and/or as fee/file/instrument/microfilm/reception No. 73557 Return of Mortgage of said County.  
 Witness my hand and seal of County aforesaid.  
 Linda Smith, County Clerk  
 By: [Signature] Deputy.

Fees: \$10.00