76501

#### RECORDATION REQUESTED BY:

South Valley Bank & Trust P O Box 6210 Klamath Folia, OR 97501

WHEN RECORDED MAIL TO:

South Valley Bank & Trust TIN: Taximy P.O. Box 5210 ATTN: Taximy Gastath Forts, OR \$7801

Total Control

SEND TAX NOTICES TO:
Ernst Prothers LLC
P 0 Box 537
Glichrist, OR 97737

WAR IN P3:20 Vol. M44 Page 9688

AMERITIE: has recorded this fortument by request as an accompation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described "herein."

MTC 1396-9800

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### **MODIFICATION OF DEED OF TRUST**

THES MODIFICATION OF DEED OF THUST IS DATED FEBRUARY 28, 1999, dETWEEN Ernst Broihers LLC, an Oregon limited liability company, as estate to be aimple (referred to below as "Grandor"), whose address is P O Box 637, Glichrist, OR 97737; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 6210, Klemath Fells, OR 97801.

DEED OF TPUST. Granfor and Lender have entered into a Deed of Trust dated May 28, 1997 (the 'Deed of Trust') recorded in Klamath County, State of Oregon as follows:

Recorded in the Klamoth County Official Records on June 4, 1997 in Volume M97, page 17107, microfilm #38724.

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

See stlached Exhibit F

GRANTOR:

The Peel Property or its address is commonly known as Gilchrist Townsite, Gilchirst, OR 97737.

MODIFICATION. Grantor and Lendar horaby modify the Deed of Trust as follows:

Increase the Principal Credit Limit of Hole # 636090289 to \$1,000,000.00, and Extend the Maturity Date on Note #830090289 to July 30, 1998.

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 Lander to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lander to make any future modifications. Notifing in this Modification shall constitute a settleaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the Intension of Lender to retain as liable all parties to the Deed of Trust and all parties, makes and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any makes or endorser, including accommodation makes, shall not be released by Writes of this Modification. If any porson 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 GRANTOP AGREES TO ITS TERMS.

Errel Braziers V.C. Br. 77 1974 2000 1	a		2° 2° 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
Wayne Q Errist, Manager			* 1	The second secon
South Valley Bank & Thou			1	*
Authorities Officer		ا نو د اولان	w ·	
	IMITED LIABILITY CO	MPANY ACKNOWLED	GMENT	
STATE CARREST	To reside the second of the second		Breaking	i kij Opolijeni engline politike
COUNTY OF 95 Pana	ALL!	white there is the		
material beautiful and a second	v. rayer og		· Jan	
On this day of Member of Ernal Brothers LLC, a of Doed of Trust and admonthsdays	nd known to me to be a member of I the Mcdification to be the free and	I voluntary act and deed of the lim	lability company that execution labels are the second and the second are the second and the second are the seco	ed the Mcclificatio thority of sixtute, if
estates of organization or its opera- expanse this year callon and in last	Intracreement for the uses and pleased the Modification on behind	our poses therein mentioged, and it of the limited lability company.	on cath stated that he or s	ha is authorized t
Robary Problem and for the State	DOOM)	Residing et A Cott	2/2/120	2/
FEMALES OFFICIALS	Modes (			Care Material Constant Constant
ATTEMEN SEN	FRICH BY TELECOPY	ANOMETICATAL	THE WAS TO THE STATE OF THE STA	
A COMMENCE OF THE COMMENT OF THE COM		production and the book of the control of the contr		وريادها ديسا سيحسن
		(Apjenegij	- -	

## LENDER ACKNOWLEDGMENT

774<u>8</u>0 COUNTY OF



dr of Minch 1900 before me, the undersigned Notary Public, personally appeared has accused the water and bregging and known to me to be the process that accused the water and bregging and instrument and activities and the said instrument to be the free and voluntary act and deed of the said Lender, and by the Lender flar right is board of deedlors or otherwise. For the trees and burposes therein mentioned, and on oath stated that here is the corporate seal of said Lender. 40

TWO Reciding of 103 Main St Klanoth Yells De Wolary Poblic in End for Taly State of Nu My commission expires April 14 2001 USEAPED REVIEWA THE FIRE OF THE ASSESSMENT OF THE

LNO.13 N. LCRETENRS SKEP-RSJ Devises 1 1100 IA ...

# LIMITED L'HEIGHT COMPANY SYCKHOW, ENGINETIT

Paramarak Jak Targetta. 25 45 40 114

Complete and the Satelides

baggagg

the second of the second property for the the second or the terms.

the state of the s Addition can be about the same of the same

destruction of the property of

Control of the Services

The Mapellow and the person of the contract 的影响的评价。

The second second court of the second se NOTES ALIVE The state of the s

The second process of the second seco 中国国家 中人中村

## ROSCHICKTION OF DEED OF TRUE.

Parally (1881) PALL AND THE PART OF THE PART OF 

THE WHITE PARTY TEMPLE CONT. **建卸货增加金融价度** 55.

and expression activities of A STATE OF THE STATE OF THE STATE OF THE REAL PROPERTY OF THE Manager a service of acceptor on Middle or being a

Parish Co. 1944 THE ALTOUGH AND IN

(Alphania) (Albania) exper reitandriach gegreschiad

ARROT

120100

ROLL WALLS HAVE

### EXHIBIT F

LOTS 1, 2, 4, 8, 10, 11, 12, 13, 15, 17, 18, 21, 22, 32, 38, 41, 42, 43, 53, 55, 56, 70, 71, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 91, 97, 101, 108, 109, 112, 114, 115, 117, 118, 119, 120, 121, 122, 123, 124, 126, 130, 131, 132, 133, 134, 136, AND 141 IN TRACT 1318, GILCHRIST TOWNSITE, KLAMATH COUNTY, OREGON.

i iii		REGON:	7 . E.		医神经性炎	leitie			· · · · · · · · · · · · · · · · · · ·	18£h	day
. 4	499 E.	March		AD. 199	2. и	3:29	_o'clock_P	AL, and d	aly recorded in Vol.	мээ	
	orge Salaring gall		of		Pictons				9688		2
ij.		t sametin en							Linda Smith, Cou	nty Clerk	
FE	2	\$20.0	0			Bridge y	by	Kettlu	n Rus		
		ė.	54	包膜力		是是特別不					