

TLS 4/7/99 77704
RECORDATION REQUESTED BY:
South Valley Bank and Trust
P O Box 5210
Klamath Falls, OR 97601

Vol 1799 Page 12644
99 APR -8 A11 128

WHEN RECORDED MAIL TO:
South Valley Bank and Trust
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:
Aladdins Valley Rental Service, Inc.
3550 Shasta Way
Klamath Falls, OR 97603

AMERITITE, has recorded this
Instrument by request as an accommodation 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 therein.

MTC 1396-9841

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 2, 1999, BETWEEN Aladdins Valley Rental Service, Inc., an Oregon Corporation (referred to below as "Grantor"), whose address is 3550 Shasta Way, Klamath Falls, OR 97603; and South Valley Bank and Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated March 22, 1990 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:
Recorded on March 27, 1990 in the Klamath County Clerk's Office, Volume M90, page 5533, reception #12801; Modified on June 28, 1995, Volume M95, page 16520, reception #2181; Modified on June 19, 1996, Volume M96, page 18298, reception #20137; Modified on June 23, 1997, Volume M97, page 18370, reception #29788; Modified on June 8, 1998, Volume M98, page 19511, reception #59423

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 Shasta Way and East Side By-Pass, Klamath Falls, OR 97603.
MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:
Extend Maturity Date to March 30, 2000

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 endorers 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.

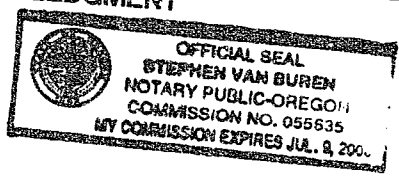
GRANTOR:
Aladdins Valley Rental Service, Inc.
By: Robert L Laver
Robert L Laver, President

By: Shirise A Laver
Shirise A Laver, Secretary

LENDER:
South Valley Bank and Trust
By: Stephen Van Buren
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) ss



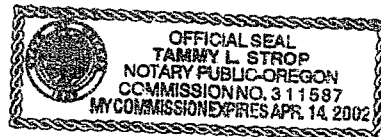
On this 5th day of April, 1999, before me, the undersigned Notary Public, personally appeared Robert L Laver, President; and Shirise A Laver, Secretary of Aladdins Valley Rental Service, Inc., and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and 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: Stephen Van Buren
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires July 9, 2000

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) ss



On this 7th day of April, 1999, before me, the undersigned Notary Public, personally appeared Stephen VanBuren and known to me to be the Lender 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 Tammy L. Strop
Notary Public in and for the State of Oregon

Residing at 800 Main St. KY Oregon
My commission expires April 14, 2002

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1999 CFI ProServices, Inc. All rights reserved. [OR-G20201-20 DIN LN CT OVLI]

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 8th day
of April A.D., 1999 at 11:28 o'clock A. M., and duly recorded in Vol. M99
of Mortgages on Page 12644

FEE \$15.00

Linda Smith, County Clerk

by Kathleen Rose