

**RECORDATION REQUESTED BY:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

Vol MOO Page 23490

**WHEN RECORDED MAIL TO:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

200 JUN 28 11 10: 34

**SEND TAX NOTICES TO:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated June 7, 2000, is made and executed between Borror Enterprises, Inc.; 2323 Wiard Street; Klamath Falls , OR 97603 ("Grantor") and South Valley Bank & Trust, Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 26, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 2, 1998 at the Klamath County Clerk's Office, Volume M98, page 59058, Microfilm #59058.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

**PARCEL 1** The following described real property situated in Klamath County, Oregon. Beginning at the intersection of the South line of Oregon State Highway #66 (80 feet wide) and the west line of Lot 1 in the plat of Kielsmeier Acre Tracts, as recorded on Sheet 176 in Drawer 8 in the office of the Recorder of Klamath County, Oregon, said plat being in Section 2, Township 39 South, Range 9 East of the Willamette Meridian;; thence N. 89 degrees 43' 30" E. along the Southerly right of way line of said highway, 162.5 feet to the East line of the aforementioned Lot #1, this point being South 0 degrees 03' 30" West 10.10 feet from the Northeast corner of the said Lot #1; thence South 0 degrees 03' 30" West along the East line of said lot 124.90 feet; thence North 89 degrees 53' 30" West, parallel to the North line of said Lot, 162.5 feet to the West line thereof; thence North 0 degrees 03' 30" East, along said West line, 123.82 feet to the point of beginning. **PARCEL 2** All that portion of the NW1/4SE1/4 of Section 2, Township 39 South, Range 9 E.W.M., described as follows: Beginning 30 feet South and 182 1/2 feet East of the center of said Section 2, being the Northeast corner of that certain tract of land deeded by P.F. Kielsmeier et ux to F. Jordan by Deed dated August 27, 1924 and recorded August 29, 1924 in Book 66 of Deed records of Klamath County, Oregon, at page 180 thereof; thence South at right angles to the highway and along the Easterly line of said Jordan Tract 260 feet; thence East and parallel to the highway 84 feet; thence north at right angles to the highway 260 feet to the Southerly line of the highway; thence West along the said Southerly line of highway 84 feet to the place of beginning in Klamath County, Oregon, EXCEPT THEREFROM any portion lying within the right of way of South Sixth Street as disclosed by Deed Volume 354, page 63, records of Klamath County, Oregon.

The Real Property or its address is commonly known as 2323 Wiard Street, Klamath Falls , OR 97603. The Real Property tax identification number is 3909-2DB-4200-521821 & 3909-2FN 4300-521803.

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

**Extend the Maturity Date to May 15, 2002 and reduce the interest rate by .25%.**

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 7, 2000.**

**GRANTOR:**

**BORROR ENTERPRISES, INC.**

By: Donna Borrow  
Donna Borrow, Secretary of Borror Enterprises, Inc.

By: James Borrow  
James Borrow, President of Borror Enterprises, Inc.

**LENDER:**

X Stephen Lamborn  
Authorized Officer

CORPORATE ACKNOWLEDGMENT



STATE OF OREGON )  
) SS  
COUNTY OF KLAMATH )

On this 15th day of June, 20 00, before me, the undersigned Notary Public, personally appeared Donna Borrow, Secretary of Borror Enterprises, Inc.; James Borrow, President of Borror Enterprises, 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 )  
) SS  
COUNTY OF KLAMATH )

On this 15 day of June, 20 00, before me, the undersigned Notary Public, personally appeared Stephen Van Buren and known to me to be the lending officer, 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 Joanne L Johnson  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires May 17, 2004

State of Oregon, County of Klamath  
Recorded 06/28/00, at 10:31 a. m.  
In Vol. M00 Page 23490  
Linda Smith,  
County Clerk Fee \$ 26.00