

RECORDATION REQUESTED BY:

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

Vol M00 Page 34673

WHEN RECORDED MAIL TO:

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

2000 SEP 21 PM 3:21

SEND TAX NOTICES TO:

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

mtc 1396-2111

MTL 04043146

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 13, 2000, is made and executed between Pave & Seal, Inc.; 5506 Altamont Dr; 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 April 27, 1995 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 28, 1995, in Volume M95, Page 11074.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5825 and 5833 South 6th Street, Klamath Falls, OR 97603.

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

Extension of Maturity Date to November 25, 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 endorsers 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 SEPTEMBER 13, 2000.

GRANTOR:

PAVE & SEAL, INC.

By: Karen D Rigo
Karen D Rigo, Secretary/Treasurer of Pave & Seal, Inc.

By: Barry A Rigo
Barry A Rigo, President of Pave & Seal, Inc.

LENDER:

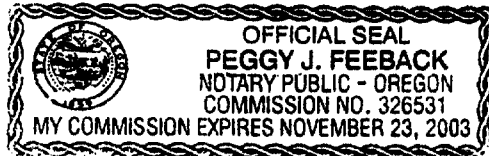
x David R Larsen
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)

) SS

COUNTY OF KLAMATH)



On this 14th day of Sept, 2000, before me, the undersigned Notary Public, personally appeared Karen D Rigo, Secretary/Treasurer of Pave & Seal, Inc.; Barry A Rigo, President of Pave & Seal, 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: Peggy J. Feeback
Notary Public in and for the State of Oregon

Residing at _____
My commission expires 11-23-03

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF OREGON)

) SS

COUNTY OF KLAMATH)



On this 19th day of September, 20 00, before me, the undersigned Notary Public, personally appeared DAVID R. LARSON and known to me to be the LOAN 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 is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, Oregon
My commission expires 5-11-2002

EXHIBIT "A"

State of Oregon, County of Klamath
 Recorded 09/21/00, at 3:21 p. m.
 In Vol. M00 Page 34673
 Linda Smith,
 County Clerk Fee\$ 31.00

PARCEL 3:

Beginning at a point 330 feet North of an iron pin driven into the ground just inside the fence corner at the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor being in the Southwest corner of said property abutting on the Dalles-California Highway; being the initial point of this description; thence East 330 feet; thence North 132 feet; thence West 330 feet; thence South 132 feet to the said initial point of beginning, in the County of Klamath, State of Oregon.

LESS Beginning at a point 330 feet North of an iron pin driven into the ground just inside the fence corner at the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor being in the Southwest corner of said property abutting on the Dalles-California Highway; being the initial point of this description; thence East 132; thence North 132 feet; thence West 132 feet; thence South 132 feet to the said initial point of beginning, in the County of Klamath, State of Oregon.

AND

Commencing at a point in the middle of the road at the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian; thence East in the middle of the highway 162 feet, being the initial point of this description; thence North 360 feet; thence East 132 feet; thence South 360 feet to the middle of the highway; thence West 132 feet to the place of beginning.

EXCEPTING the South 40 feet for highway purposes, as in Warranty Deed recorded July 14, 1965 in Book 363 at Page 195, Deed Records, to the State of Oregon by and through its State Highway Commission.

AND

Beginning at a point 330 feet North of an iron pin driven into the ground just inside the fence corner at the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor being in the Southwest corner of said property abutting on the Dalles-California Highway; being the initial point of this description; thence East 132 feet; thence North 20 feet; thence West 132 feet; thence South 20 feet to the said initial point of beginning.

CODE 43 MAP 3909-1BC TL 3700
 CODE 43 MAP 3909-1BC TL 4300

X
 X

Benny Legg
Randy Legg