RECORDATION REQUESTED BY:

South Valley Bank & Trust Commercial Branch P O Box 5210

Klamath Falls, OR 97601

200 SEP 26 PM 3:

MOO

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

MTC 1396-2115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 19, 2000, is made and executed between Merlin Fjarli ("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 September 8, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded September 21, 1998 in Volume M98, page 34553 in records of Klamath County, Oregon.

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

See attached Exhibit "A" and by this reference incorporated herein

The Real Property or its address is commonly known as 4100 Washburn Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-009D0-00200, 3909-009D0-00300.

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

Extend maturity date to September 9, 2001.

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 19, 2000.

GRANTOR:

Merlin Fiarli, Individually,

LENDER:

Authorized Officer

AMERITITLE, has recorded this instrument by request as an accomodation 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

INDIVIDUAL ACKNOWI	_EDGM
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<u>タだないから</u> CYNTHIA L. JENSEN (
CYNTHIA L. JENSEN NOTARY PUBLIC-OREGON COMMISSION NO. 053321
MY COMMISSION EXPIRES MAR. 30, 2001

On this day before me, the undersigned Notary Public, personally appeared Merlin Fjarli, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for

the uses and purposes therein mentioned. emper Given upder my hand and official seal this

Residing at

Notary Public in and for the State of My commission expires

MODIFICATION OF DEED OF TRUST (Continued)

35233 Page 2

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LENDER ACKNOWLEDGMENT		
STATE OF OREGON)) ss	OFFICIAL SEAL CYNTHIA L. JENSEN NOTARY PUBLIC-OREGON COMMISSION NO. 063321
COUNTY OF KLAMATH)	MY COMMISSION EXPIRES MAR. 30, 2001
and deed of the said Lender, duly	that executed the within and foregoing authorized by the Lender through it is authorized to execute this said inst	, 20. So, before me, the undersigned Notary Public, personally and known to me to be the light of instrument and acknowledged said instrument to be the free and voluntary act is board of directors or otherwise, for the uses and purposes therein mentioned, trument and that the seal affixed is the corporate seal of said Lender. Residing at Alam at Jallo My commission expires 3/30/200/
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PARCEL 2: The S1/2 of that part of the E1/2 of the NE1/4 of the SE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South of a line drawn parallel to a 330 feet Northerly of the Southerly line of said E1/2 of the NE1/4 of the SE1/4, the S1/2 of the Southerly 330 feet measured parallel with the Southerly line of the E1/2 of the NE1/4 of the SE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the East 20 feet deeded to Klamath County for road in Volume 336, page 306, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by instrument recorded February 2, 1988 in Volume M88, page 1442 and 1451, Microfilm Records of Klamath County, Oregon.

State of Oregon, County of Klamath Recorded 09/26/00, at 3:33 p. m. In Vol. M00 Page 35232 Linda Smith, County Clerk Fee\$ 31