

RECORDATION REQUESTED BY:

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

Vol MOO Page 41369

WHEN RECORDED MAIL TO:

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

2000 NOV 15 AM 11:25

SEND TAX NOTICES TO:

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

mtc 1396-2250

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 19, 2000, is made and executed between Robert A Stewart ("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 28, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 02, 1999. Volume M99, Page 21825.

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 6345 Simmers Avenue, Klamath Falls, OR 97603.

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

To extend the Maturity date to October 05, 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 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 OCTOBER 19, 2000.

GRANTOR:

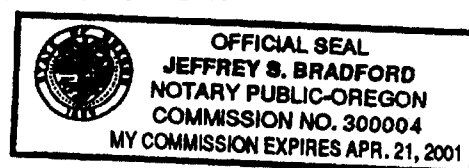
x Robert A. Stewart
Robert A Stewart, Individually

LENDER:

x Jeffrey S. Bradford
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this day before me, the undersigned Notary Public, personally appeared Robert A Stewart, 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.

Given under my hand and official seal this 8th day of November, 2000.

By Jeffrey S. Bradford
Notary Public in and for the State of Oregon

Residing at 801 Main St., K. Falls, OR
My commission expires 4-21-01

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

PARCEL 1:

Beginning at a point 1782 feet East and 40 feet North of an iron pin driven into the ground on the property of Otis V. Saylor at the Southwest corner of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which pin is 30 feet East of the center of a road intersecting the Klamath Falls, Lakeview Highway from the North, and 30 feet North of the center of said Highway; thence East 132 feet; thence North 330 feet; thence West 132 feet; thence South 330 feet to the place of beginning.

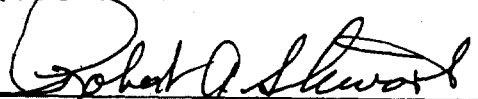
PARCEL 2:

Beginning at a point 1914 feet East and 40 feet North of an iron pin driven into the ground at the Southwest corner of the Otis V. Saylor property near the corner of the SW 1/4 of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, which pin is 30 feet East of the center of a road intersecting the Klamath Falls-Lakeview Highway from the North, and 30 feet North of the center of said Highway; thence East 238 feet; thence North 330 feet; thence West 238 feet; and thence South 330 feet to the place of beginning, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM a strip of land 40 feet wide running North and South and commencing 66 feet East of the beginning point of this description.

CODE 43 MAP 3909-1BD TL 800

CODE 43 MAP 3909-1BD TL 700


ROBERT A. STEWART

State of Oregon, County of Klamath
Recorded 11/15/00, at 11:25 a.m.
In Vol. M00 Page 41369
Linda Smith,
County Clerk Fee\$ 31⁰⁰