

**SECOND MODIFICATION AGREEMENT  
OF PROMISSORY NOTE AND DEED OF TRUST**

This Agreement, is effective the 22nd day of August, 2000, by and between ALICE JOHNSON, an unmarried woman, hereinafter referred to as "BORROWER" and XAVIER VALDEZ, as Trustee of the Cen-Cal Builders, Inc., Money Purchase and Profit Sharing Plan (hereinafter referred to as "HOLDER").

**RECITALS**

A. HOLDER is the payee under the terms of a Promissory Note dated August 22, 1995, executed by BORROWER in the original principal amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) (hereinafter referred to as the "Note"). The Note is currently secured by a Deed of Trust recorded in the office of the County Recorder of Klamath County, Oregon, as Instrument 53-16 at Volume M95 at Page 23317. A copy of said Deed of Trust is attached hereto as Exhibit "A". A copy of the Promissory Note is attached hereto as Exhibit "B".

B. HOLDER and BORROWER modified the terms and conditions of the Note by the terms of a First Modification Agreement of Promissory Note dated October 1, 1997 ("First Modification"). The Note was modified in the First Modification to reflect that the final due date of the Promissory Note was changed from the date of August 22, 1996 to the date of August 22, 1998.

B. HOLDER and BORROWER desire to further modify the terms and conditions of the Note, a copy of which is attached hereto as Exhibit "B", to extend the final due date for payment of the Note from the date of August 22, 1998 to the date of August 22, 2002 and to also reduce the interest rate of the Note from Twelve percent (12%) to Ten percent (10%) effective August 22, 2000.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Second Modification Agreement, BORROWER and HOLDER hereby agree as follow:

1. The above stated recitals are incorporated herein by reference.
2. The final due date of the Promissory Note as denoted in paragraph 1 entitled "Payments and Interest" of the Note is changed from the date of August 22, 1998, to the date of August 22, 2002.
3. The twelve percent (12%) interest rate to be paid by Borrower to Holder pursuant to the terms of the Note shall be changed to Ten percent (10%) effective August 22, 2000.
4. Borrower and Holder further agree that upon written notification by Borrower to Holder Holder shall make payments to an account established with Amerititle for the benefit of Holder. Holder shall inform Borrower in writing where the payments due under the terms of the note are to be paid and provide the appropriate information to the Borrower regarding the address, account number and name of the account. Borrower agrees to pay to Holder a monthly charge in the amount of Five Dollars (\$5.00) which will be the collection fee charged by Amerititle to collect the payments due Holder under the terms of the Note. Borrower shall pay the Five Dollars (\$5.00) charge to Borrower at the same time the monthly installment payment is due under the terms of the Note.

AFTER RECORDING RETURN TO: Cen-Cal Builders, Inc. Retirement Trust  
5900 Warehouse Way  
Sacramento, CA 95826

4. All provisions of the Note and Deed of Trust securing said Note, except as modified by this Second Modification Agreement, shall remain in full force and effect and are reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Second Modification Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2000.

**BORROWER:**

Alice Johnson  
ALICE JOHNSON

**HOLDER:**

XAVIER VALDEZ, Trustee of the Cen-Cal  
Builders, Inc. Money Purchase and Profit  
Sharing Plan

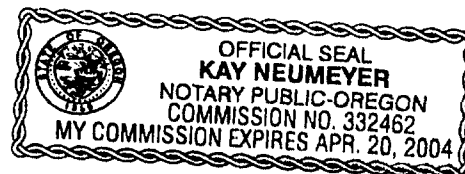
Xavier Valdez  
XAVIER VALDEZ, Trustee

State of ~~California~~ Oregon )  
County of ~~Sacramento~~ Klamath )

On 10-20, 2000, before me, Kay Neumeyer, (insert name and title of officer), personally appeared Alice Johnson, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kay Neumeyer

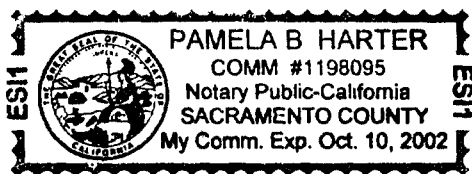


State of California

County of Sacramento

On 7th, 2000, before me, Pamela B. Harter,  
(insert name and title of officer), personally appeared Xavier Valdez, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose names (s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature Pamela B. Harter

State of Oregon, County of Klamath  
Recorded 11/20/00, at 3:26 p. m.  
In Vol. M00 Page 41866  
**Linda Smith,**  
County Clerk Fee\$ 31.00