

RECORDATION REQUESTED BY: 2001 JAN 24 AM 11:12

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

Vol M01 Page 2872

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 1396-2438

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 18, 2001, is made and executed between Bonanza View Dairy; BVD, An Oregon General Partnership, whose address is 4721 Harpold Rd, Bonanza, OR 97623 ("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 3, 1998 at the Klamath County Clerk's Office, Volume M98, Page 18738, Instrument #59140, Modification of Deed of Trust recorded on February 1, 2000 at the Klamath County Clerk's Office, Volume M00, Page 7483.

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 4721 Harpold Rd., Bonanza, OR 97623.

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

Extend the maturity date on loan #830060381 to February 15, 2002 and increase the loan amount from \$100,000.00 to \$200,000.00

Extend the maturity date on loan #830060373 to January 1, 2021 and increase the loan amount from \$1,000,000.00 to \$1,300,000.00.

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 JANUARY 18, 2001.

GRANTOR:

BONANZA VIEW DAIRY

By: Arie Dejong
Arie Dejong, President of Bonanza View Dairy

By: Jenneke Dejong
Jenneke Dejong, Secretary of Bonanza View Dairy

LENDER:

X Phil
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS
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On this 18th day of January, 2000, before me, the undersigned Notary Public, personally appeared Arie Dejong and Jenneke Dejong, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, 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 partnership.

By Cynthia L. Jensen
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires 3/30/2001

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS
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On this 18th day of January, 20 00, before me, the undersigned Notary Public, personally appeared K. G. Clark 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 or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Cynthia L. Jensen
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires 3/30/2001

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.15.10.05 (c) Concentra: 1997, 2001. All Rights Reserved. - OR F:\LPWINCFNLPL\G302.PC TR-1841 PR-STDUN13]

State of Oregon, County of Klamath
Recorded 01/24/01, at 11:12 a.m.
In Vol. M01 Page 2872
Linda Smith,
County Clerk Fee \$ 26⁰⁰