

2001 JAN 30 PM 2:42

Vol M01 Page 3681

## WHEN RECORDED MAIL TO:

JUSTIN SMITH  
 U.S. BANK NATIONAL ASSOCIATION  
 101 SOUTH CAPITOL BLVD., SUITE 100  
 BOISE, IDAHO 83702

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 8, 2001, BETWEEN WILLIAM J. BUCKNER, JODY A. BUCKNER and BURL WARREN LANDES, VESTED AS: WILLIAM J. BUCKNER AND JODY A. BUCKNER, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED 70% INTEREST; AND BURL WARREN LANDES, AS TO AN UNDIVIDED 30% INTEREST, ALL AS TENANTS IN COMMON. (referred to below as "Grantor"), whose address is 4405 E. WILD HORSE LANE, BOISE, ID 83712; and U.S. Bank National Association (referred to below as "Lender"), whose address is 101 South Capitol Blvd., Suite #100, Boise, ID 83733.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated August 11, 2000 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED ON AUGUST 18, 2000, RECORDED IN VOLUME M00 PAGE 30472, IN KLAMATH COUNTY, STATE OF OREGON.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in KLAMATH County, State of Oregon:

LEGAL DESCRIPTION AS DESCRIBED ON ORIGINAL DEED OF TRUST DATED AUGUST 11, 2000 REMAINS UNCHANGED.

The Real Property or its address is commonly known as 5518, 5522, AND 5526 SOUTH 6TH STREET, KLAMATH FALLS, OR 97603.

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

THE DEFINITION OF THE WORD NOTE IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING: THE WORD "NOTE" MEANS THE ORIGINAL NOTE DATED JANUARY 8, 2001 IN THE PRINCIPAL AMOUNT OF \$1,073,209.52, FROM WILLIAM J. BUCKNER, JODY A. BUCKNER, AND BURL WARREN LANDES TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE NOTE. THE MATURITY DATE OF THE NOTE IS AUGUST 10, 2010.

THE VESTING IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING: WILLIAM J. BUCKNER AND JODY A. BUCKNER, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED 70% INTEREST; AND BURL WARREN LANDES, AS TO AN UNDIVIDED 30% INTEREST, ALL AS TENANTS IN COMMON.

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WILLIAM J. BUCKNER

JODY A. BUCKNER

BURL WARREN LANDES

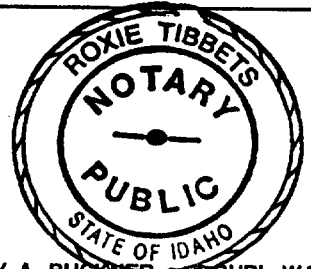
LENDER:

U.S. Bank National Association

By:   
 Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho )  
 ) SS  
COUNTY OF Ada )



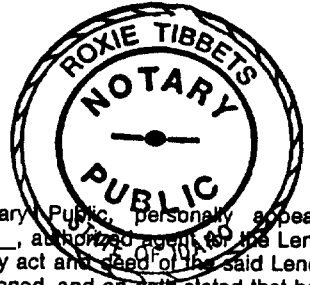
On this day before me, the undersigned Notary Public, personally appeared WILLIAM J. BUCKNER, JODY A. BUCKNER and BURL WARREN LANDES, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24<sup>th</sup> day of January, 2001.

By Roxie Tibbets Residing at Boise, Idaho  
Notary Public in and for the State of Idaho My commission expires 2-6-2002

## LENDER ACKNOWLEDGMENT

STATE OF Idaho )  
 ) SS  
COUNTY OF Ada )



On this 24<sup>th</sup> day of January, 2001, before me, the undersigned Notary Public, personally appeared Justin R. Smith and known to me to be the Vice President, 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 Roxie Tibbets Residing at Boise, Idaho  
Notary Public in and for the State of Idaho My commission expires 2-6-2002

State of Oregon, County of Klamath  
Recorded 01/30/01, at 2:42 p.m.  
In Vol. M01 Page 3681  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup>