

2001 JAN 30 PM 2:42

WHEN RECORDED MAIL TO:

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

### MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS 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 PL-7 Commercial Loan Service-West, 555 S.W. Oak, Portland, Oregon 97204.

ASSIGNMENT OF RENTS. Grantor and Lender have entered into an Assignment of Rents dated August 11, 2000 (the "Assignment") and recorded on the 18th day of August, 2000, in document/volume number M00, page 30478 of the mortgage records of Klamath County, Oregon.

REAL PROPERTY DESCRIPTION. The Assignment covers the following described real property:

LEGAL DESCRIPTION AS DESCRIBED ON ORIGINAL ASSIGNMENT OF RENTS DATED AUGUST 11, 2000 REMAINS UNCHANGED.

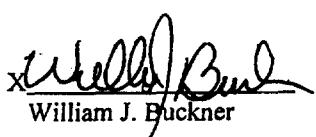
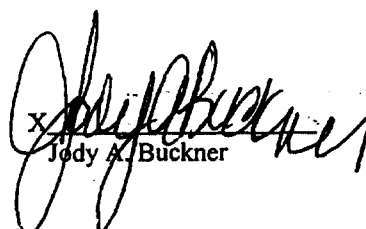

MODIFICATION. Grantor and Lender hereby modify the Assignment as follows:

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 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 Assignment 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 Assignment 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 Assignment (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment and all parties, makers and endorers 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 Assignment 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:

X  William J. Buckner  
X  Jody A. Buckner  
X  Burl Warren Landes

LENDER:  
U.S. BANK NATIONAL ASSOCIATION:

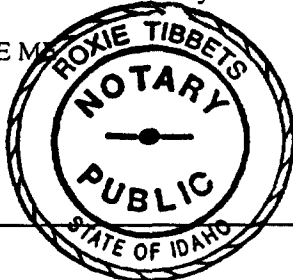
By:   
Authorized Officer

## INDIVIDUAL 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 William J. Buckner, Jody A. Buckner, + Burl Warren Landes, and known to me to be individual(s) that executed this instrument and acknowledged said instrument to be their free and voluntary act and deed.

BEFORE ME:



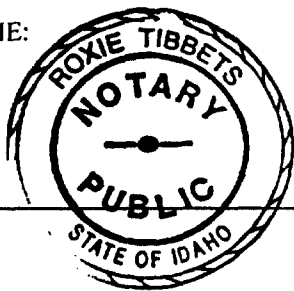
Roxie Tibbets  
 Notary Public of Boise, Idaho  
 My Commission Expires 2-6-2002

## LENDER ACKNOWLEDGMENT

STATE OF Idaho )  
 ) ss  
 County of Ada )

On this 24<sup>th</sup> day of January 2001 personally appeared Justin R. Smith, to me personally known, who, being duly sworn, did say that he/she is a V. P. of U.S. Bank National Association, and that said instrument was signed by authority of its board of directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

BEFORE ME:



Roxie Tibbets  
 Notary Public of Boise, 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 2683  
Linda Smith,  
 County Clerk Fee \$ 26<sup>00</sup>