

RECORDATION REQUESTED BY:

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

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 46796-

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 3, 2001, is made and executed between among The Caldwell Family Trust, whose address is 7990 Hill Road, Klamath Falls, OR 97603, vested as: Henry J Caldwell, Jr. and Deborah L. Caldwell, Trustees of the Caldwell Family Trust, uda January 5, 1996, and their successor in Trust ("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 January 15, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded January 22, 1999 in Volume M99 at Page 2225 in the Office of the Klamath County Clerk.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See See Attached 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 7990 Hill Rd, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-010BB-00200.

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

Revise the payment structure to include monthly principal and interest payments and change the interest rate to daily variable, instead of 12 months, and change in the maturity date to January 10, 2004 from Janaury 22, 2004. .

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 MAY 3, 2001.

GRANTOR:

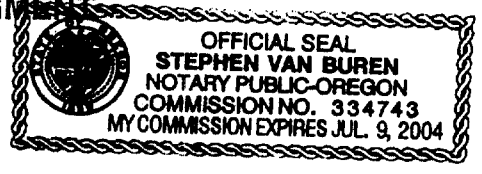
CALDWELL FAMILY TRUST UDA 1-15-1996
HENRY J. CALDWELL, JR., TRUSTEE
DEBORAH J. CALDWELL, TRUSTEE

By: *Henry J Caldwell Jr* Trustee
Henry J Caldwell, Jr, Trustee of Caldwell Family
Trust uda 1-15-1996

LENDER:

X *[Signature]*
Authorized Officer

TRUST ACKNOWLEDGMENT



STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 8th day of May, 20 01, before me, the undersigned Notary Public, personally appeared Henry J Caldwell, Jr, Trustee of Caldwell Family Trust uda 1-15-1996
Henry J. Caldwell, Jr., Trustee

Deborah J. Caldwell, Trustee, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 7/9/04

LENDER ACKNOWLEDGMENT



STATE OF OREGON)
) SS
COUNTY OF KLAMATH)

On this 8TH day of MAY, 20 01, before me, the undersigned Notary Public, personally appeared STEPHEN VAN BUREN 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 [Signature] Residing at KLAMATH FALLS, OREGON 97601
Notary Public in and for the State of OREGON My commission expires 5/11/2002

State of Oregon, County of Klamath
Recorded 05/09/01, at 3:13p.m.
In Vol. M01 Page 21316
Linda Smith,
County Clerk Fee \$ 26⁰⁰