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RECORDATION REQUESTED BY:

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

Vol M01 Page 44028

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

MTL 1396-3104

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 27, 2001, is made and executed between Harvey W Houston, whose address is 1004 Newcastle, Klamath Falls, OR 97601 and Charleen K Houston, whose address is 1004 Newcastle, Klamath Falls, OR 97601 ("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 September 6, 1994 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 8, 1994, In volume M94 on Page 28356

Modified on November 12, 1998, Recorded on December 7, 1998, Volume M98 on page 44641

Modified on October 26, 1999, Recorded on November 10, Volume M99 Page 44904

Modified on January 31, 2000, Recorded on February 7, 2000, Volume M00 Page 3869

Modified on May 31, 2000, Recorded on June 2, 2000, Volume M00 Page 2000

Modified on May 29, 2001, Recorded on June 18, 2001, Volume M01 Page 28945

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

Lots 30, 31, 32 33, 34 and 35, Block 17 INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State

The Real Property or its address is commonly known as 2105 - 2113 Holly Street, Klamath Falls, OR 97601.

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

To consolidate and term out notes #302180 and 830033578 along with funds to allow payment of property taxes due the property.

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 AUGUST 27, 2001.

GRANTOR:

x Harvey W. Houston  
Harvey W Houston, Individually

x Charleen K. Houston  
Charleen K Houston, Individually

LENDER:

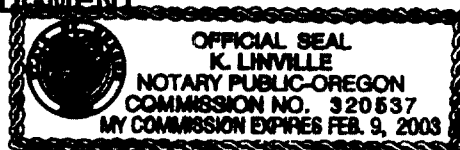
x Jeffrey S. Bradford  
Authorized Officer

AMERITITLE has recorded this  
Instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Harvey W Houston and Charleen K Houston, 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 27 day of August, 2001  
By K. Linville Residing at Klamath Falls, Or  
Notary Public In and for the State of Oregon My commission expires 2-9-03

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

LASER PRO Lending, Ver. 5.17.00.03 Copr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - OR F:\LPWIN\CFALPLUG202.FC TR-2626 PR-STDN12

State of Oregon, County of Klamath  
Recorded 08/29/01 at 11:16a m.  
In Vol. M01 Page 44028  
Linda Smith,  
County Clerk Fee\$ 26<sup>00</sup>

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