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RECORDATION REQUESTED BY:

Vol M01 Page 45375

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

AMERITITLE has recorded this
Instrument by request as an accomodation 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.

SEND TAX NOTICES TO:

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

MTC 1396-3117

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 31, 2001, is made and executed between Ester J Cummings and Mickey D Cummings, whose address is 534 Spring St, 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 July 1, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 29, 1997 in the office of the County Clerk, Klamath County, Oregon. Volume M96, Page 26750.
Modified on July 23, 1997 in the office of the County Clerk, Klamath County, Oregon. Volume M97, Page 24105.
Modified on July 27, 1998 in the office of the County Clerk, Klamath County, Oregon. Volume M98, Page 28236.
Modified on September 23, 1999 in the office of the County Clerk, Klamath County, Oregon. Volume M99, Page 38617.
Modified on September 07, 2000 in the office of the County Clerk, Klamath County, Oregon. Volume M00, Page 33596.

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

Lots 9A, 9B, 10A, 11B, 12A, 12B, and 13A, Block 7, railroad addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as 534 Spring Street, Klamath Falls, OR 97601.

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

Scheduled renewal of the Revolving Line of Credit.

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 31, 2001.

GRANTOR:

CUMMINGS ROOFING, INC.

By: Mickey D Cummings RES
Mickey D Cummings, President of Cummings
Roofing, Inc.

By: Ester J Cummings
Ester J Cummings, Vice President of Cummings
Roofing, Inc.

LENDER:

Hal Sturgeon
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this 4th day of September, 20 01, before me, the undersigned Notary Public, personally appeared Mickey D Cummings, President and Ester J Cummings, Vice President of Cummings Roofing, Inc., and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: Hal Sturgeon
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires Nov. 16, 2003

26.00m

120000

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\CFNLPL\Q202\FC TR-2559 PR-STDPD12

State of Oregon, County of Klamath
Recorded 09/06/01 at 11:18a. m.
In Vol. M01 Page 45375
Linda Smith,
County Clerk Fee\$ 26⁰⁰

401 W01 12357