

002 JUN 3 PM 3:00

RECORDATION REQUESTED BY:  
Washington Mutual Bank  
Southern Oregon Business Banking Center  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501

Vol M02 Page 32568

WHEN RECORDED MAIL TO:  
Washington Mutual Bank  
Southern Oregon Business Banking Center  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501

State of Oregon, County of Klamath  
Recorded 06/03/2002 3:00 p. m.  
Vol M02, Pg 32568-69  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

SEND TAX NOTICES TO:  
Brosterhouse Construction Company  
1541 Elm Street  
Klamath Falls, OR 97601

C02-130

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 20, 2002, is made and executed between Brosterhouse Construction Company, with title vested as Brosterhouse Construction Co., an Oregon Corp., whose address is 1541 Elm Street, Klamath Falls, OR 97601 ("Grantor") and Washington Mutual Bank, Southern Oregon Business Banking Center, 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 16, 2001 (the "Deed of Trust") which has been recorded in Klamath Falls County, State of Oregon, as follows:

Recorded December 4, 2001, in the records of Klamath County, State of Oregon in Volume No. M01, Page 61885-91.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath Falls County, State of Oregon:  
See Exhibit "A" attached hereto and by this reference incorporated herein.

The Real Property or its address is commonly known as 125 South 6th Street, Klamath Falls, OR 97601. The Real Property tax Identification number is R413966.

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

Pursuant to the execution of that certain Change in Terms Agreement of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to June 16, 2002.

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.

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 20, 2002.

GRANTOR:

BROSTERHOUSE CONSTRUCTION COMPANY

By: [Signature]  
George E. Brosterhouse, President of Brosterhouse Construction Company

LENDER:

X [Signature]  
Authorized Officer

## CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

)  
) SS  
)



On this 21<sup>st</sup> day of May, 20 02, before me, the undersigned Notary Public, personally appeared George E. Brosterhouse, President of Brosterhouse Construction Company, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]  
Notary Public in and for the State of OREGON

Residing at 5305 Hilldale, Klamath Falls, OR  
My commission expires May 30, 2002

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 18

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LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 3 day of June, 2002, before me, the undersigned Notary Public, personally appeared Ranse Herzing and known to me to be the (personally) 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 Sarah Rivera Residing at 4751 Bellm Dr. #205  
Notary Public in and for the State of Oregon My commission expires 12/16/05

LASER PRO Lending, Ver. 5.17.10.07 Copr. Highland Financial Solutions, Inc. 1987, 2002 All Rights Reserved - OR J\CFI-WIMCFNLPL10202 FC TR-25220 PR-32

EXHIBIT A

A Tract of land situated in Lot 3 and 4, Block 38 Linkville, now City of Klamath Falls, Oregon, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 4; thence North 50°55' West along the Southwesterly line of said Lot 4 a distance of 81.20 feet to the Northwesterly face of a party wall; thence North 39°12'36" East along the Northwesterly face of said party wall a distance of 90.50 feet; thence North 50°55' West a distance of 39.00 feet to a one-half inch iron pin on the Northwesterly line of said Lot 3; thence North 39°05' East a distance of 39.75 feet to the most Northerly corner of said Lot 3; thence South 50°55' East a distance of 120.00 feet to the most Easterly corner of said Lot 3; thence South 39°05' West a distance of 130.25 feet to point of beginning.