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RECORDATION REQUESTED BY:

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

Vol M02 Page 64829

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath

Recorded 11/08/2002 11:12 a. m.

Vol M02, Pg 64829-33

Linda Smith, County Clerk

Fee \$ 4.00 # of Pgs 5

SEND TAX NOTICES TO:

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

MTL 1396-4413

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 10, 2002, is made and executed between BLF, Inc., a Washington Corporation, an estate in fee simple ("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 February 28, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

The original Deed of Trust dated February 16, 1996, recorded on February 28, 1996 in Volume M96 at page 5520, Modification recorded on March 14, 1997 in Volume M97 at page 8247, Modification recorded on September 23, 1997 in Volume M97 at page 32416, at the Klamath County Recorder's Office.

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

See attached Exhibit "A" for legal description

The Real Property or its address is commonly known as Marian Court, North Hills, Klamath Falls, OR 97601.

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

Extend Maturity Date to December 15, 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 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 OCTOBER 10, 2002.

GRANTOR:

BLF, INC.

By:

Michael A. Woodworth
Michael A. Woodworth, President of BLF, Inc.

By:

Robert S. Fladgate
Robert S. Fladgate, Secretary of BLF, Inc.

LENDER:

X

Steph Van Ruan
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

)
) ss
)

See attached

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared Michael A. Woodworth, President and Robert S. Fladgate, Secretary of BLF, 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 _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

64830

4.6. M

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF

OREGON

)

COUNTY OF

KLAMATH

) SS

)



On this 6th day of November, 2002, before me, the undersigned Notary Public, personally appeared STEPHEN VANBUREN 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

5-11-2006

10-10-02 10:00:18 AM

64831

PROVINCE OF BRITISH COLUMBIA
STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW FIRM CO. PORTLAND ORE

County of VANCOUVER ss.

BE IT REMEMBERED, That on this 22nd day of October, 2002
before me, the undersigned, a Notary Public in and for said County and State personally appeared the within
named Robert S. Fledgote, Secretary of RLF Inc.

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

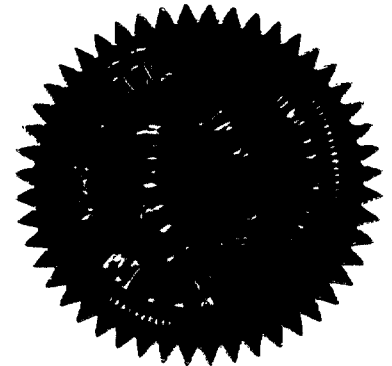
Kesho Ram Ditta

Notary Public for British Columbia
My Commission expires Non-Expiring

life time

Commission

KESHO RAM DITTA
Barrister & Solicitor
1829 West Broadway
Vancouver, B.C. Canada
V6J 1Y5
PH: (604) 733-8913



64832

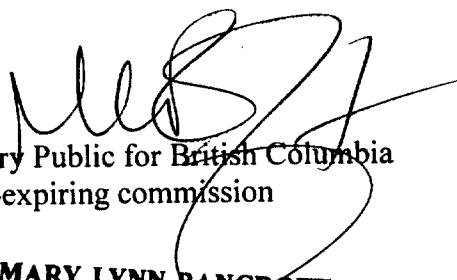
FORM 33 - Acknowledgment

Province of British Columbia

County of Vancouver

BE IT REMEMBERED that on this 31st day of October, 2002 before me, the undersigned, a Notary Public in and for the aid Province personally appeared the within named MICHAEL A. WOODWORTH, Known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREFOR I have hereunto set my hand and affixed my official seal the day and year last above written



Notary Public for British Columbia
Non-expiring commission

MARY LYNN RANCROFT
Barrister and Solicitor
BOX 1368, 9806 WILLOW STREET
CHEMAINUS, BC V6R 1K0
246-4771

64833

EXHIBIT A
LEGAL EXHIBIT

PARCEL 1:

A tract of land being a portion of Lot 15, Block 1, Tract No. 1031, SHADOW HILLS - 1, situated in the NW1/4 SW1/4, Section 35, and the NE1/4 SE1/4, Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Southerly line of said Lot 15, the Southeasterly corner of said Lot 15, bears South 66 degrees 04' 00" East 28.00 feet; thence North 23 degrees 56' 00" East 104.83 feet to the Southerly line of Marian Court; thence on the arc of a curve to the left (radius point bears South 21 degrees 34' 10" West 200.00 feet and central angle equals 31 degrees 46' 59") 110.94 feet to the Northwesterly corner of said Lot 15; thence South 00 degrees 02' 42" West 77.13 feet to the Southwesterly corner of said Lot 15; thence South 66 degrees 04' 00" East 72.78 feet to the point of beginning.

PARCEL 2:

A tract of land being a portion of Lot 15, Block 1, Tract No. 1031, SHADOW HILLS - 1, situated in the NW1/4 SW1/4, Section 35, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 15; thence North 66 degrees 04' 00" West along the lot line 78.00 feet; thence North 23 degrees 56' 00" East 104.83 feet to the Southerly line of Marian Court; thence on the arc of a curve to the right (radius point bears South 21 degrees 34' 10" West 200.00 feet, central angle equals 02 degrees 21' 51") 8.25 feet; thence South 66 degrees 04' 00" East 49.75 feet; thence on a curve to the right (radius equals 20.00 feet and central angle equals 90 degrees 00' 00") 31.42 feet to the Westerly line of Summers Lane; thence South 23 degrees 56' 00" West 85.00 feet to the point of beginning.

X *M. B. Rodworsch*

H. F. H. H.