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

64834 Vol_M02 Page

State of Oregon, County of Klamath Recorded 11/08/2002 //:/2 a m. Vol M02, Pg 64/834-37

Linda Smith, County Clerk Fee \$ 36 # of Pgs

SEND TAX NOTICES TO:

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

MTZ 1396-4414

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 16, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust dated February 16, 1996, recorded in Volume M96 at page 5511, Modification recorded in Volume M96 at page 26748, Modification recorded in Volume M97 at page 8245, Modification recorded in Volume M97 at page 32419, in 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:

Lot 3, Block 2, Tract 1152, NORTH HILLS IN THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

The Real Property or its address is commonly known as Glenridge Way, 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.

GRANTOR:

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and 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 acknowledges 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 THUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 10, 2002.

BLF. INC. Robert S. Fladgate, Secretary of BLF LENDER: Authorized Offic CORPORATE ACKNOWLEDGMENT See offache STATE OF) SS COUNTY OF) On this ______ day of ______, 20 _____, before me, the undersigned Notary Public, personally appeared Miluhael 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. Ву Residing at

My commission expires

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Notary Public in and for the State of

MODIFICATION OF DEED OF TRUST (Continued)

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Page 2

LENDER ACKNOWLEDGMENT
STATE OF
On this
LASER PRO Lending. Ver. 6 20 00 010 Copt. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved OR FALPWINGFILPL\0.0202.FC TR-3637 PR-STDLN12

South Valley Bank & Trust 541 880 5245

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PROVINCE OF BRITISH COLUMBUT FORM NO. 23 - ACKNOWLEDGHENT STEVENS-NESS LAW PUS CO. POSTLAND ORE County of ... BE IT REMEMBERED, That on this before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that ____ 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. Notary Public for Gregorico My Commission expires Home KESHO RAM DITTA Barrister & Solicitor 1829 West Broadway Vancouver, B.C. Canada V8J 1Y5 Ph: (604) 733-6913

FORM 33 - Acknowledgment

Province of British Columbia

County of Vancouver

BE IT REMEBERED 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 ackwnowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOR 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 BANCROFT
Barrister and Soliattor
BOX 1368, 9806 WILLOW STREET
CHEMAINUS BC VUR 1KO
246-4771