

**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

**SEND TAX NOTICES TO:**

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

MTZ 1396-4486

State of Oregon, County of Klamath

Recorded 12/02/2002 3:04 P m.

Vol M02, Pg 69933-34

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated November 7, 2002, is made and executed between JJR Enterprises, LLC an Oregon Limited Liability Company ("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 August 4, 1999 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

The original Deed of Trust dated August 04, 1999, recorded on August 23, 1999 in Volume M99 on Page 34057 in the County Clerk's office in Klamath County, Oregon.

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

Lots 6, 7, 8, 9, And 10 in Block 93 of KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 424 South 6th Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809 032AD 07900

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

To extend Maturity Date to October 05, 2005.

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 endorers 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 NOVEMBER 7, 2002.

GRANTOR:

JJR ENTERPRISES, LLC

By: [Signature]  
Jerry O. Anderson, Manager of JJR Enterprises, LLC

LENDER:

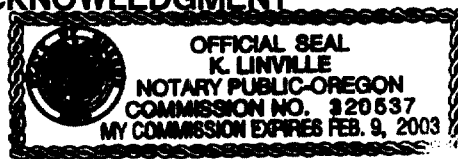
X [Signature]  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Oregon

COUNTY OF Klamath

)  
) SS  
)



On this 7 day of November, 2002, before me, the undersigned Notary Public, personally appeared Jerry O. Anderson, Manager of JJR Enterprises, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

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

Residing at Klamath Falls, OR  
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 \_\_\_\_\_

NOTED 8:00 PM 11/13/03