

RECORDATION REQUESTED BY:

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

Vol M02 Page 73591

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 12/17/2002 2:59 p m.  
Vol M02, Pg 73591.93  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 3

SEND TAX NOTICES TO:

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

MTZ 1396-4526

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 21, 2002, is made and executed between PRAKASH P. PATEL and SHARMISTHA P. PATEL, Husband and Wife, AS TO AN UNDIVIDED 50.00% INTEREST; PARESH J. PATEL and BINA P. PATEL, Husband and Wife, AS TO AN UNDIVIDED 50.00% INTEREST ("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 March 16, 1995 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on March 22, 1995, Recorded in the office of the Klamath County Clerk in Volume M95 on Page 6651, Modified on May 19, 1997, Recorded in the office of the Klamath County Clerk in Volume M97 on Page 17371, Modified on June 21, 2002, Recorded in the office of the Klamath County Clerk in Volume M02, Page 45687.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3006 Greensprings Dr., Klamath Falls, OR 97601.

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

Extend the Maturity Date to June 15, 2003, to allow the necessary time for borrower to find alternative financing or sell the properties.

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.

DEED OF TRUST. This Deed of Trust was executed in conjunction with the promissory note dated March 16, 1995, in the original principal amount of \$285,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 15, 2003.

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 21, 2002.

GRANTOR:

X Prakash P. Patel  
Prakash P. Patel, Individually

X Sharmistha P. Patel  
Sharmistha P. Patel, Individually

X Pareesh J. Patel  
Pareesh J. Patel, Individually  
Bina P. Patel

X Bina P. Patel  
Bina P. Patel, Individually  
Pareesh J. Patel

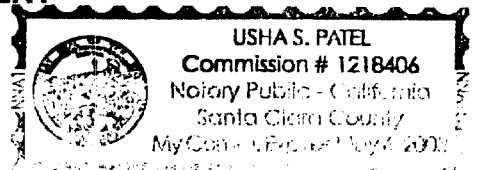
LENDER:

X Wij B. R.  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California  
COUNTY OF San Jose

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Prakash P. Patel; Sharmistha P. Patel; Pareesh J. Patel; and Bina P. Patel, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this Tuesday day of November, 2002.

By Usha S. Patel

Residing at 1510 N. 1st Street, San Jose, CA 95112

Notary Public in and for the State of California

My commission expires May 6, 2003

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 \_\_\_\_\_

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

73593

**PARCEL 1**

A parcel of land in the SE1/4 of the NE1/4 of Section 7 and the SW1/4 of the NW1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 1 inch iron pipe which is South 0 degrees 43' East 11.13 feet on the West Section line of Section 8 from the Northwest corner of the SW1/4 of the NW1/4 of Section 8 also the Easterly right of way of new Highway 97 South; thence South 0 degrees 43' East 67.1 feet to an iron pin; thence South 45 degrees 09' 30" East 346.70 feet to an iron pin which is also the Westerly right of way to the Old Greensprings Drive Highway; thence along said right of way South 44 degrees 50' 30" West 340.0 feet to an iron pin; thence South 56 degrees 29' West 181.3 feet (being the long chord) to a point which is along the new state property right of way; thence North 89 degrees 05' West 135.4 feet along and parallel, to the fence which is State right of way to a point on the Easterly right of way to new Highway 97 South; thence North 3 degrees 13' West 48.0 feet along said right of way to a point; thence North 12 degrees 32' East (long chord on curve) 200.0 feet to a point on the Easterly right of way of new State Highway 97 South; thence North 28 degrees 36' East 344.0 feet along said right of way to a pin with an Oregon State Highway cap on same; thence North 35 degrees 11' East 129.2 feet to the point of beginning which is also South 0 degrees 43' East 11.13 feet from the Northeast corner of the SE1/4 of the NE1/4 of Section 7.


**PARCEL 2**

A parcel of land located in the Northeast 1/4 of Section 7 and the Northwest 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the section line common to Sections 7 and 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon from which the one-quarter section corner common to said Sections 7 and 8 bears South 0 degrees 09' 37" West 767.92 feet; thence North 45 degrees 57' 52" East 308.00 feet to a point on the Northwesterly right of way line of Greensprings Drive, said point being 44 degrees 17' West 50.00 feet from the centerline of Greensprings Drive at the P. T. of a curve at Station 476+60.94; thence 171.17 feet along a spiraled curve to the left, the long chord of which bears South 41 degrees 20' 40" West 170.78 feet, said curve being 50.00 feet distant from and parallel with a spiraled curve along the centerline of Greensprings Drive having a central angle of 12 degrees 48' and an increase in degree of curve per station "a" of 10; thence 219.10 feet along a circular curve to the left, the long chord of which bears South 17 degrees 32' 34" West 216.48 feet; thence North 83 degrees 36' 13" West 196.39 feet to a point on the Northwesterly right of way line of the old The Dalles-California Highway; thence along said right of way line North 61 degrees 26' 00" East 79.42 feet; thence continuing along said right of way line 96.30 feet along a 924.93 foot radius curve to the left, the long chord of which bears North 58 degrees 27' 12" East 96.26 feet, to a point on the section line common to Sections 7 and 8; thence North 0 degrees 09' 37" East 10.31 feet to the point of beginning with bearings based on Survey No. 4859.

  
PRAKASH J. PATEL

  
PARESH J. PATEL

  
SHARMISTHA P. PATEL

  
BINA P. PATEL