

RECORDATION REQUESTED BY:

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

Vol M03 Page 09162

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 02/14/2003 2:57 p m.
Vol M03 Pg 09162-64
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 3

SEND TAX NOTICES TO:

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

MTL 1396-46871

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 6, 2003, is made and executed between Temujin Kin Fin Mah, 2007 Dawn Drive, Klamath Falls, OR 97603 ("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 October 29, 1992 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust recorded on November 19, 1992 in Volume M92 on page 27386, reception No. 54107, Modified on February 5, 1998 in Volume M98 on page 3617 at the Klamath County Clerk's Office.

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 2765 Pershing Way, Klamath Falls, OR 97603. The Real Property tax identification number is R-3909-003BB-00800-000

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

Renew to extend Maturity Date to January 20, 2010.

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 FEBRUARY 6, 2003.

GRANTOR:

X Temujin Kin Fin Mah
Temujin Kin Fin Mah, Individually

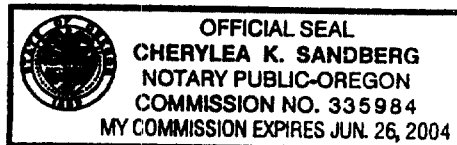
LENDER:

X Heil Bhew
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Temujin Kin Fin Mah, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of February, 2003.

By Cherylea K. Sandberg

Residing at 301 111 Main St.

Notary Public in and for the State of Oregon

My commission expires 6-26-04

LENDER ACKNOWLEDGMENT



STATE OF OREGON)
COUNTY OF KLAMATH) SS

On this 6th day of FEBRUARY, 20 03, before me, the undersigned Notary Public, personally appeared NEIL CREW 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]
Notary Public in and for the State of OREGON

Residing at Klamath Falls, Oregon 97601
My commission expires 5/11/2006

Unofficial Copy

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of Tracts 36 and 43 ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which is at the intersection of the Northeasterly boundary of a parcel of land used for road purposes and known as Pershing Way with the Northwestern boundary of a parcel of land deeded for road purposes and known as Avalon Street and described as Parcel 1 in Deed Volume 229, page 300, Deed Records of Klamath County, Oregon, said point of beginning being South 0 degrees 00 1/2' East 542.44 feet and thence South 55 degrees 50 1/2' East 861.61 feet from the Northwest corner of said Section 3, and which point of beginning is 310 feet measured at right angles from the center line of South Sixth Street; thence North 55 degrees 50 1/2' West along the Northeasterly boundary of Pershing Way 245.22 feet to an iron pin on the Southeasterly corner of that tract of land described in Deed Volume 309 at page 66, Deed Records of Klamath County, Oregon; thence North 0 degrees 00 1/2' West along the Easterly line of said tract of land 168.55 feet to an iron pin; thence South 59 degrees 21 1/2' East at right angles to Avalon Street 330.67 feet to an iron pin on the Northwestern boundary of Avalon Street; thence South 30 degrees 38 1/2' West along the Northwestern boundary of Avalon Street 160.04 feet, more or less to the point of beginning.

[Handwritten Signature]