

03 MAY 19 AM 11:16

RECORDATION REQUESTED BY:
Washington Mutual Bank
Southern Oregon Commercial Banking Center
601 Crater Lake Avenue
P.O. Box 1047
Medford, OR 97501

Vol M03 Page 33531

WHEN RECORDED MAIL TO:
Washington Mutual Bank
Commercial Loan Servicing - Beaverton
12655 SW Center Street, Suite 380
Beaverton, OR 97005

State of Oregon, County of Klamath
Recorded 05/19/2003 11:16a m.
Vol M03 Pg 33531-33
Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

SEND TAX NOTICES TO:
Frederick P. Acklin
Mary L. Acklin
6507 Henley Road
Klamath Falls, OR 97603

Aspen 3710

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 30, 2003, is made and executed between Frederick P. Acklin and Mary L. Acklin, husband and wife, whose address is 6507 Henley Road, Klamath Falls, OR 97603 ("Grantor") and Washington Mutual Bank, Southern Oregon Commercial Banking Center, 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 12, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on January 15, 2003, Vol M03 Pg 02863-69, in Klamath County, State of Oregon, as modified from time to time.

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

See Exhibit "A" attached hereto and by this reference incorporated herein.

The Real Property or its address is commonly known as 6507 Henley Road, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-0200-00400-000

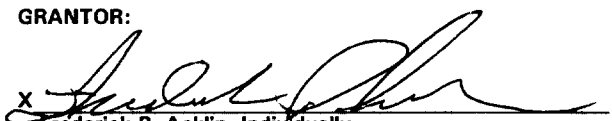
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:


Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to April 30, 2006.

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 endorser 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.

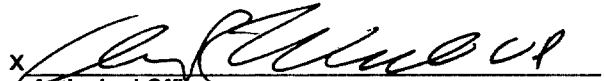
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 30, 2003.

GRANTOR:

x 
Frederick P. Acklin, Individually

x 
Mary L. Acklin, Individually

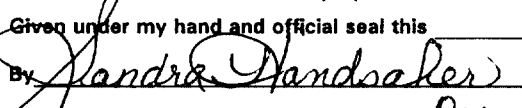
LENDER:

x 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared Frederick P. Acklin, 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 4th day of May, 2003.
By  Residing at Klamath Falls, Oregon
Notary Public in and for the State of Oregon My commission expires 7-16-2005



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this day before me, the undersigned Notary Public, personally appeared Mary L. Acklin, 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 4th day of May, 2003.

By Sandra Handsaker Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 7-16-2005



LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Josephine)



On this 7th day of May, 2003, before me, the undersigned Notary Public, personally appeared Tan Wendie and known to me to be the V.P. Commercial Banking 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 Grants Pass
Notary Public in and for the State of Oregon My commission expires 6-2-03

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Washington Mutual Bank
Southern Oregon Commercial Banking Center
601 Crater Lake Avenue
P.O. Box 1047
Medford, OR 97501

33533

WHEN RECORDED MAIL TO:

Washington Mutual Bank
Commercial Loan Servicing - Beaverton
12655 SW Center Street, Suite 380
Beaverton, OR 97005

SEND TAX NOTICES TO:

Frederick P. Acklin
Mary L. Acklin
6507 Henley Road
Klamath Falls, OR 97603

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EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated April 30, 2003, and executed in connection with a loan or other financial accommodations between WASHINGTON MUTUAL BANK and Frederick P. Acklin and Mary L. Acklin.

DESCRIPTION

The following described real property situate in Klamath County, Oregon:

A tract of land situated in the NE¼NW¼ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

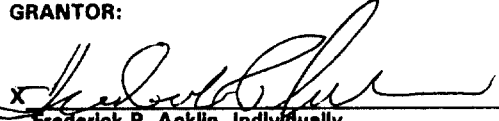
Beginning at a point on the North line of Henley Road, said point being North 00°11'20" East 30.00 feet and South 89°33'00" West 200.00 feet from the Southeast corner of the NE¼NW¼ of said Section 25; thence South 89°33'00" West along the North line of Henley Road, a distance of 245.00 feet; thence North 01°35'00" East a distance of 690.82 feet to the Southwesterly right of way line of the Burlington Northern Railroad; thence South 47°56'22" East along said right of way line a distance of 301.03 feet to a 1/2 inch iron pipe; thence South 00°11'26" West a distance of 486.83 feet to the point of beginning.

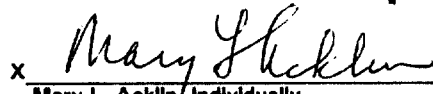
EXCEPTING THEREFROM that portion conveyed to the United States of America by deed dated April 26, 1933, recorded June 7, 1933, in Volume 101 page 138, Deed records of Klamath County, Oregon.

TOGETHER WITH, an easement for irrigation water by ditch or pipe line over the Northeasterly 6 feet, as described in Volume M85 page 19902, Deed records of Klamath County, Oregon.


THIS EXHIBIT "A" IS EXECUTED ON APRIL 30, 2003.

GRANTOR:

X 
Frederick P. Acklin, Individually

X 
Mary L. Acklin, Individually

LENDER:

X 
Authorized Officer