

03 JUN 2 PM 11:05

RECORDATION REQUESTED BY:

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

Vol M03 Page 37113

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 06/02/2003 11:05 a. m.
Vol M03 Pg 37113-14
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 2

SEND TAX NOTICES TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 16, 2003, is made and executed between LPE Properties Limited Partnership ("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 21, 1998 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded in the office of the County Clerk, Klamath Falls, Oregon 97601 on October 26, 1998, in Volume M98 on Page 39128. Modification on March 30, 2001 recorded in the office of the County Clerk, Klamath Falls, Oregon on April 09, 2001 in Volume M01, Page 14633.

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

Lot 2 and 3 in Block 4 of the RESUBDIVISION OF A PORTION OF MCLOUGHLIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 2580 Daggett Street, Klamath Falls, OR 97601. The Real Property tax identification number is R-3809-020AL-03101-000

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

Change Vesting name and Extend Maturity date to May 15, 2009.

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 MAY 16, 2003.

GRANTOR:

LPE PROPERTIES LIMITED PARTNERSHIP
LPE PROPERTIES MANAGEMENT, INC., GENERAL PARTNER

By: Katherine Lynn Hilsiger
Authorized Signer for LPE Properties Management,
Inc., General Partner

LENDER:

x Stephen Van Buren
Authorized Officer

AMERITITLE has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

2645 M
3/15
31.00

MODIFICATION OF DEED OF TRUST
(Continued)

37114 Page 2

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS
)



On this 28th day of May, 20 02, before me, the undersigned Notary Public, personally appeared Katherine Leigh Hilsinger

and known to me to be (a) partner(s) or designated agent(s) of the partnership that executed the and acknowledged the to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the partnership.

By Stephen Van Buren Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires July 9, 2004

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS
)



On this 28th day of MAY, 20 03, before me, the undersigned Notary Public, personally appeared Stephen Van Buren 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] Residing at Klamath Falls Oregon 97601
Notary Public in and for the State of OREGON My commission expires 5-11-2006