

03 JUN 20 AM 10:47

MT-1396-5092

RECORDATION REQUESTED BY:

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

Vol M03 Page 42241

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 06/20/2003 10:47 a. m.  
Vol M03 Pg 42241-42-A  
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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 11, 2003, is made and executed between BPOE Lodge No. 1247, an Oregon Association, an estate fee simple ("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 19, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 24, 2000 in the office of the Klamath County Clerk, Volume M00, Page 38751, Modified on December 17, 2001,  
Recorded on January 3, 2002 in the office of the Klamath County Clerk, Volume M02, Page 361-362, Modified on December 17, 2002,  
Recorded on January 7, 2003 in the office of the Klamath County Clerk, Volume M03, Page 01058.

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 601 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-32AB-6000

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

Extend Maturity Date to May 15, 2004, and to correct vesting on the original Deed of Trust to an Oregon Association, an estate fee simple.

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 JUNE 11, 2003.

GRANTOR:

BPOE LODGE NO. 1247

By: Jimmie Goodrich  
Jimmie Goodrich, Secretary of BPOE Lodge No. 1247

By: Robert McCormick  
Robert McCormick, Trustee of BPOE Lodge No. 1247

By: Eugene Cox  
Eugene Cox, Treasurer of BPOE Lodge No. 1247

LENDER:

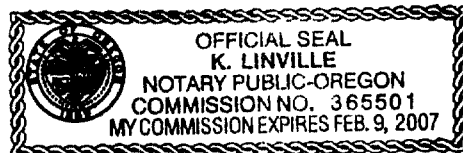
x Jeffrey L. Bradford  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)  
) SS  
)



On this 11 day of June, 20 03, before me, the undersigned Notary Public, personally appeared Jimmie Goodrich, Secretary; Eugene Cox, Treasurer; Robert McCormick, Trustee of BPOE Lodge No. 1247, and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: K. Linville  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR  
My commission expires 2-9-07

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"

All of the following described property lying in Block 15, ORIGINAL TOWN, Klamath Falls, Oregon:

All of Lot 5, Block 15, ORIGINAL TOWN, in the County of Klamath, State of Oregon, ALSO the Southwesterly 10.0 feet of Lot 6, said Block 15, ALSO the Northeasterly 55.12 feet of the Northwesterly 103.0 feet of Lot 6, said Block 15, ALSO the Southwesterly 5.12 feet of the Northwesterly 103.0 feet of Lot 7, said Block 15. Said property is further described by metes and bounds as follows:

Beginning at the most Southerly corner of Lot 5, Block 15, ORIGINAL TOWN, Klamath Falls, Oregon; thence Northeasterly along the Southeasterly line of said Lot 5 and along the Southeasterly line of Lot 6, said Block 15 a distance of 75.12 feet to a point which lies 10.0 feet Northeasterly of the corner common to Lots 3, 4, 5 and 6, said Block 15; thence Northwesterly parallel to Sixth Street and along the end of an alley a distance of 17.0 feet; thence Northeasterly parallel to Pine Street and along the Northwesterly line of an alley a distance of 60.24 feet to a point which lies 5.12 feet Northeast of the Northeasterly line of said Lot 6; thence Northwesterly parallel to Sixth Street and along the Southwesterly line of an alley a distance of 103.0 feet to the Southeasterly line of Pine Street; thence Southwesterly along the Southeasterly line of Pine Street a distance of 135.36 feet to the most Westerly corner of said Lot 5; thence Southeasterly along the Northeasterly line of Sixth Street a distance of 120.0 feet to the point of beginning.

ALSO the following described portion of Lot 4, Block 15 of the ORIGINAL TOWN OF LINKVILLE (NOW KLAMATH FALLS), OREGON, in the County of Klamath, State of Oregon, to wit:

Beginning at the Southwesterly corner of said Lot 4, which is intersection of the Easterly line of Sixth Street and the Northwesterly line of Main Street; thence running Northeasterly along the Southerly line of said Lot 4 and the Northwesterly line of Main Street a distance of 60 feet; thence Northwesterly parallel to Sixth Street to the Northerly line of said Lot 4; thence Southwesterly along the Northerly line of said Lot 4 parallel to Main Street to the Northwesterly corner of said Lot 4; thence Southeasterly along the Westerly line of said Lot 4 and the Easterly line of Sixth Street to the point of beginning.

CODE 1.1 MAP 3809-32AB TL 6000

BPOE LODGE NO. 1247

By: Jimmie Goodrich  
Jimmie Goodrich, Secretary of BPOE  
Lodge No. 1247

By: Eugene Cox  
Eugene Cox, Treasurer of BPOE  
Lodge No. 1247

By: Robert McCormick  
Robert McCormick, Trustee of BPOE  
Lodge No. 1247