

Open 57580

03 JUL 25 PM 3:28

RECORDATION REQUESTED BY:

Klamath First Federal Savings & Loan Association  
Merrill Branch  
206 E. Front Street  
Merrill, OR 97633

Vol M03 Page 52889

State of Oregon, County of Klamath  
Recorded 07/25/2003 3:28 p.m.  
Vol M03 Pg 52889-91  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

WHEN RECORDED MAIL TO:

Commercial Loan Service Center  
714 Main Street  
3rd Floor  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

HO WAH OF OREGON INC  
2021 KIMBERLY DR  
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 24, 2003, is made and executed between HO WAH OF OREGON ("Grantor") and Klamath First Federal Savings & Loan Association, Merrill Branch, 206 E. Front Street, Merrill, OR 97633 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 27, 1993 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded on September 2, 1993 as Vol. M93, Page 22420 in Klamath County, Oregon.

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 4229 GREENSPRINGS DR, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R536959

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

Extend maturity date to August 5, 2013 and reduce loan amount to \$182,000.00.

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.

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 JULY 24, 2003.

GRANTOR:

HO WAH OF OREGON INC

By: [Signature]  
KIT FAN AKA ALICE SEID, PRESIDENT of HO WAH  
OF OREGON INC

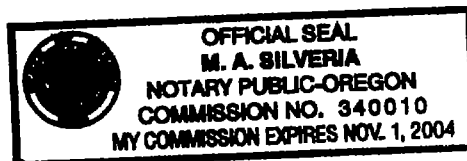
LENDER:

X [Signature]  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath



On this 24th day of July, 20 03, before me, the undersigned Notary Public, personally appeared KIT FAN AKA ALICE SEID, PRESIDENT of HO WAH OF OREGON INC, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]

Residing at 525 Main St. Klamath Falls.

Notary Public in and for the State of Oregon

My commission expires 11-01-04

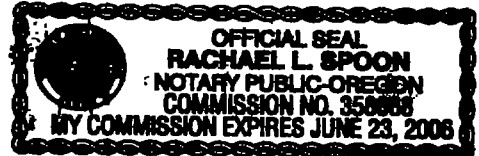
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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)  
) ss  
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On this 25<sup>th</sup> day of July, 2003, before me, the undersigned Notary Public, personally appeared Beth Halvorsen and known to me to be the Underwriter, 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 Rachael Spoon  
Notary Public in and for the State of Oregon

Residing at Klamath County  
My commission expires 6-23-06

**Lots 6, 7, 8 and 9, Block 3, STEWART ADDITION, in the City of Klamath Falls, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**