

MTC-61192

Vol M03 Page 60808

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

State of Oregon, County of Klamath
Recorded 08/20/2003 10:54 m
Vol M03 Pg 60808-10
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 1, 2003, is made and executed between PJP Enterprises of Oregon, LLC, ("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 March 16, 1995 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on March 22, 1995, Recorded in the office of the Klamath County Clerk in Volume M85, Page 9551. Modified on May 18, 1997 recorded in the office of the Klamath County Clerk in Volume M87, Page 17371. Modified on June 21, 2002 recorded in the office of the Klamath County Clerk in Volume M02, Page 45887. Modified on November 21, 2002 recorded in the office of the Klamath County Clerk in Volume M02, Page 73591-93.

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 3008 Greensprings Dr., Klamath Falls, OR 97601.

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

Renew permanent financing and extend the maturity to August 1, 2008. Property is vested as PJP Enterprises of Oregon, L.L.C. recorded March 22, 1995.

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 AUGUST 1, 2003.

GRANTOR:

PJP ENTERPRISES OF OREGON LLC

By: [Signature]
Parash J Patel, Member of PJP Enterprises of Oregon LLC

By: [Signature]
Prakash J. Patel, Member of PJP Enterprises of Oregon LLC

LENDER:

x [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

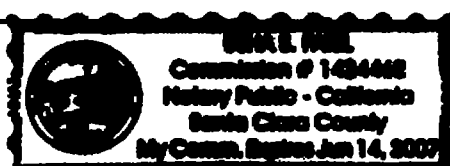
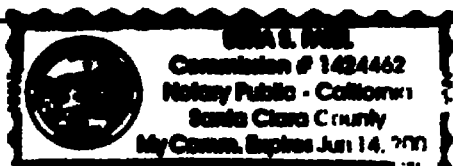
STATE OF California

COUNTY OF Santa Clara

On this 31st day of July, 2003, before me, the undersigned Notary Public, personally appeared Parash J Patel, Member and Prakash J. Patel, Member of PJP Enterprises of Oregon LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

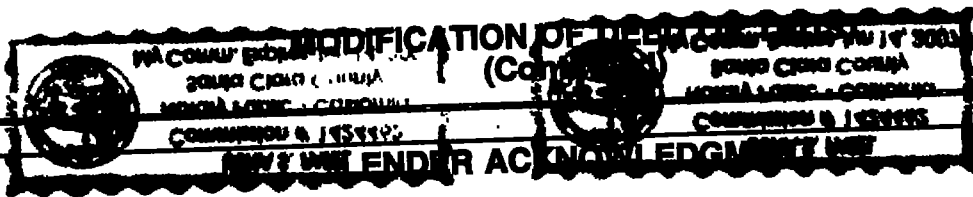
By: [Signature]
Notary Public in and for the State of California

Residing at 1510 N 1st Street San Jose, CA 95111
My commission expires 6/14/07



31
x 15
46-

60808



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 _____

PARCEL 1:

A parcel of land in the SE1/4 of the NE1/4 of Section 7 and the SW1/4 of the NW1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 1 inch iron pipe which is South 0 degrees 43' East 11.13 feet on the West Section line of Section 8 from the Northwest corner of the SW1/4 of the NW1/4 of Section 8 also the Easterly right of way of new Highway 97 South; thence South 0 degrees 43' East 67.1 feet to an iron pin; thence South 45 degrees 09' 30" East 346.70 feet to an iron pin which is also the Westerly right of way to the Old Greensprings Drive Highway; thence along said right of way South 44 degrees 50' 30" West 340.0 feet to an iron pin; thence South 56 degrees 29' West 181.3 feet (being the long chord) to a point which is along the new state property right of way; thence North 89 degrees 05' West 135.4 feet along and parallel to the fence which is State right of way to a point on the Easterly right of way to new Highway 97 South; thence North 3 degrees 13' West 48.0 feet along said right of way to a point; thence North 12 degrees 32' East (long chord on curve) 200.0 feet to a point on the Easterly right of way of new State Highway 97 South; thence North 28 degrees 36' East 344.0 feet along said right of way to a pin with an Oregon State Highway cap on same; thence North 35 degrees 11' East 129.2 feet to the point of beginning which is also South 0 degrees 43' East 11.13 feet from the Northeast corner of the SE1/4 of the NE1/4 of Section 7.

PARCEL 2:

A parcel of land located in the Northeast 1/4 of Section 7 and the Northwest 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the section line common to Sections 7 and 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon from which the one-quarter section corner common to said Sections 7 and 8 bears South 0 degrees 09' 37" West 767.92 feet; thence North 45 degrees 57' 52" East 308.00 feet to a point on the Northwesterly right of way line of Greensprings Drive, said point being 44 degrees 17' West 50.00 feet from the centerline of Greensprings Drive at the P. T. of a curve at Station 476+60.94; thence 171.17 feet along a spiraled curve to the left, the long chord of which bears South 41 degrees 20' 40" West 170.78 feet, said curve being 50.00 feet distant from and parallel with a spiraled curve along the centerline of Greensprings Drive having a central angle of 12 degrees 48' and an increase in degree of curve per station "a" of 10; thence 219.10 feet along a circular curve to the left, the long chord of which bears South 17 degrees 32' 34" West 216.48 feet; thence North 83 degrees 36' 13" West 196.39 feet to a point on the Northwesterly right of way line of the old The Dalles-California Highway; thence along said right of way line North 61 degrees 26' 00" East 79.42 feet; thence continuing along said right of way line 96.30 feet along a 924.93 foot radius curve to the left, the long chord of which bears North 58 degrees 27' 12" East 96.26 feet, to a point on the section line common to Sections 7 and 8; thence North 0 degrees 09' 37" East - 10.31 feet to the point of beginning with bearings based on Survey No. 4859.

PJP ENTERPRISES OF OREGON, L.L.C.

BY: 

PARASH J. PATEL, MEMBER

BY: 

PRAKASH J. PATEL, MEMBER