

WTC-1396-5230

RECORDATION REQUESTED BY:

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

Vol M03 Page 61278

State of Oregon, County of Klamath  
Recorded 08/21/2003 11:10 a m  
Vol M03 Pg 61278-80  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

WHEN RECORDED MAIL TO:

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

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.

SEND TAX NOTICES TO:

David J. Bettencourt  
6316 Redder Road  
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 August 5, 2003, is made and executed between David J. Bettencourt, Estate in 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 September 4, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded September 13, 2002 in the office of the Klamath County Clerk, in Volume M02 Page 52218-24.

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 3473 Washburn Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3909010BC01100000.

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

Revise the loan payments to term out construction loan after SBA funds were applied of \$249,406.00.

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 AUGUST 5, 2003.

GRANTOR:

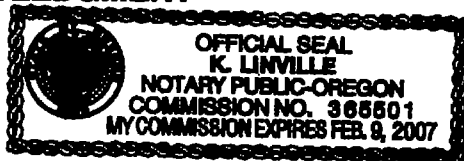
X [Signature]  
David J. Bettencourt, Individually

LENDER:

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared David J. Bettencourt, 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 5 day of August, 20 03.

By [Signature]

Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon

My commission expires 2-9-07

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss  
\_\_\_\_\_ )

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 \_\_\_\_\_

JB

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**


**61280**

A tract of land situated in the SW1/4 NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land conveyed to Fremont Glass & Millwork Co., recorded in Book M70 at page 1756, Klamath County Deed Records: thence South 00° 02' 15" East along the Easterly right of way line of Washburn Way a distance of 325.00 feet to the True Point of Beginning of this description; thence South 00° 02' 15" East along the Easterly right of way line of Washburn Way a distance of 158.76 feet to a 5/8 inch iron pin; thence South 89° 30' 00" East parallel with the South line of said Fremont Glass & Millwork Co. tract a distance of 175.00 feet to a 5/8 inch iron pin; thence North 00° 02' 15" West parallel with Washburn Way a distance of 158.76 feet to a 5/8 inch iron pin; thence North 89° 30' 00" West a distance of 175.00 feet to the true point of beginning of this description.

SAVING AND EXCEPTING THEREFROM the Southerly 30 feet thereof.

AND EXCEPTING THEREFROM that portion thereof conveyed to the State of Oregon, by and through its Department of Transportation by Deed dated November 14, 1995, recorded November 28, 1995 in Volume M95, Page 32345, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



David J. Bettencourt