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NJC - 1396 - 5555

RECORDATION REQUESTED BY:

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

Vol M03 Page 87759

State of Oregon, County of Klamath
Recorded 12/01/03 11:10 a.m.
Vol M03 Pg 87759-60
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 18, 2003, is made and executed between FRIENDS OF THE CHILDREN OF THE KLAMATH BASIN, AN OREGON NON-PROFIT CORPORATION ("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 22, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on January 29, 2003 in the Office of Klamath County Court in Volume M03 Page 05480-85.

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

Parcel 2 of Land Partition 24-00, being a partition of Lot 2, Block 2, SECOND ADDITION TO ALTAMONT ACRES, situated in the SE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 3837 Altamont Dr, Klamath Falls, OR 97603. The Real Property tax identification number is 3609-010DB-05401-000

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

Increase of rate from prime minus .05% fixed to prime plus 1% floored at 6.00%, and extend maturity date to October 15, 2004.

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 NOVEMBER 18, 2003.

GRANTOR:

FRIENDS OF THE CHILDREN OF THE KLAMATH BASIN

By: [Signature]
Authorized Signer for Friends of the Children of the Klamath Basin

By: [Signature]
Authorized Signer for Friends of the Children of the Klamath Basin

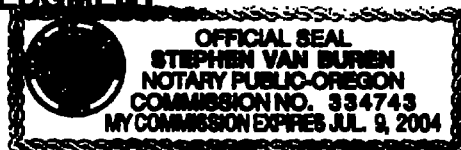
LENDER:

x [Signature]
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.

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this Nov 21st day of November, 20 03, before me, the undersigned Notary Public, personally appeared Michael Pison & Tim Johnson, authorized signers

and known to me to be (an) authorized agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

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

Residing at Klamath Falls
My commission expires July 9, 2004

6.00 am

