

04 MAY 17 PM 3:14

RECORDATION REQUESTED BY:

Pacific Continental Bank
P.O. Box 10727
Eugene, OR 97440-2727

Vol M04 Page 30626

State of Oregon, County of Klamath
Recorded 05/17/2004 3:14 p m
Vol M04 Pg 30626-28
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

WHEN RECORDED MAIL TO:

Pacific Continental Bank
P.O. Box 10727
Eugene, OR 97440-2727

SEND TAX NOTICES TO:

David L. Johnson, Richard A. Becker, Gary S. Christopherson
and Marvin Brenneman
32674 Christian Way
Coburg, OR 97408

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

As per 5/12/04

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 5, 2003, is made and executed between David L. Johnson, whose address is 32674 Christian Way, Coburg, OR 97408; Richard A. Becker, whose address is 3200 W. 11th Ave., Eugene, OR 97402; Gary S. Christopherson, whose address is 3865 Yorkshire Ave., Eugene, OR 97405 and Marvin Brenneman, whose address is 3950 Potter, Eugene, OR 97405, vesting shall be as follows: David L. Johnson, Richard A. Becker, Gary S. Christopherson and Marvin Brenneman, as tenants in common. ("Grantor") and Pacific Continental Bank, P.O. Box 10727, Eugene, OR 97440-2727 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 5, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on August 11, 2003 as Book #M-03, Page #58042, in Official Records of Klamath County, State of Oregon.

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

Lot 245, RUNNING Y RESORT, PHASE 3 PLAT, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as (Lot 245) NHN Coopers Hawk Road, Klamath Falls, OR 97601. The Real Property tax identification number is R882683

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

Extend the Maturity date from May 5, 2004 to August 5, 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 endorsers 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.

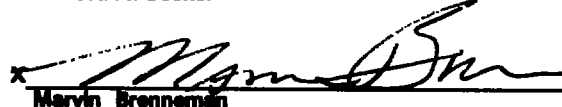
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 5, 2003.

GRANTOR:

x 
David L. Johnson

x 
Gary S. Christopherson

x 
Richard A. Becker

x 
Marvin Brenneman

LENDER:

PACIFIC CONTINENTAL BANK

x 
Authorized Officer

31.00

INDIVIDUAL ACKNOWLEDGMENT

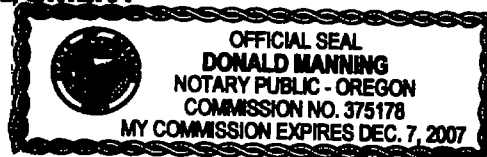
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared David L. Johnson, 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 5th day of May, 2006.By Donald ManningResiding at Springfield ORNotary Public in and for the State of OregonMy commission expires 12-7-2007

INDIVIDUAL ACKNOWLEDGMENT

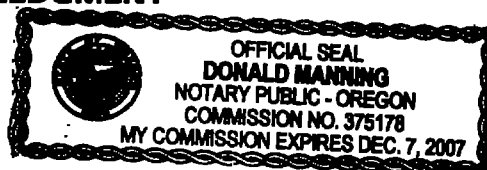
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Richard A. Becker, 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 5th day of May, 2006.By Donald ManningResiding at Springfield ORNotary Public in and for the State of OregonMy commission expires 12-7-2007

INDIVIDUAL ACKNOWLEDGMENT

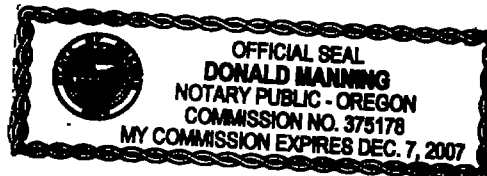
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Gary S. Christopherson, 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 5th day of May, 2006.By Donald ManningResiding at Springfield ORNotary Public in and for the State of OregonMy commission expires 12-7-2007

INDIVIDUAL ACKNOWLEDGMENT

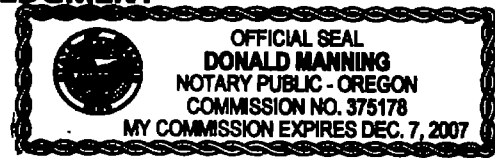
STATE OF Oregon

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COUNTY OF Lane

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On this day before me, the undersigned Notary Public, personally appeared Marvin Brennenman, 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 14th day of May, 2004.

By Donald Manning Residing at Springfield OR.

Notary Public in and for the State of Oregon My commission expires 12-7-2007

LENDER ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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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 _____