

Recording Requested By:

State of Oregon, County of Klamath  
Recorded 04/18/2005 10:45a.m.  
Vol M05 Pg 26710-14  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

~~After Recording, Return to:~~

Wells Fargo Bank, National Association  
Business Direct Division  
3033 Elder Street  
Boise, ID 87305  
Attn: Equity Express Loan Ops  
RRT: 417649364

Courtesy Recording-No Title Liability

FIRST MODIFICATION OF DEED OF TRUST

This First Modification of Deed of Trust (this "Modification") is entered into as of this 11th day of March, 2005 by Masako Hachisuka ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITAL

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust dated as of December 28, 2004, executed by Masako Hachisuka, Trustor to Wells Fargo Bank (Arizona), N.A., as Trustee, in favor of Wells Fargo Bank, N.A. Beneficiary, and recorded, January 3, 2005, in Instrument No. 05-00115, of the Official Records of the County of Klamath, State of Oregon ("Deed of Trust"), as modified.

B. The obligations secured by the Deed of Trust have been modified, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as the obligations secured thereby, in addition to the payment and performance of the Indebtedness and any other obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain Business Direct Wells Fargo ExpressEquity Confirmation Letter and any related documents ("Agreements") to Beneficiary or its order, executed by and on behalf of Masako Hachisuka, ("Borrower") and dated as of March 11, 2005, in the principal amount of Thirty One Thousand Two Hundred (\$181,200.00) (which Agreements represents an increase in the principal amount available under that certain Confirmation Letter executed by Borrower dated as of December 28, 2004, and which is secured by the Deed of Trust), together with interest thereon.

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2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

TRUSTOR:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: Sue Adelman  
Name: Sue Adelman  
Title: Assistant Vice President

By: Masako Hachisuka  
Name: Masako Hachisuka  
Title: Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONACOUNTY OF MARICOPA

On March 11, 2005, before me, Rosario A. Arias-Galvez, a Notary Public  
in and for said County and State, personally appeared:

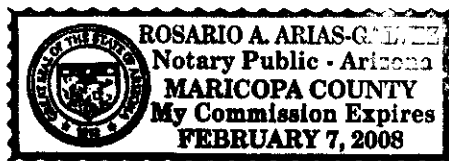
Sue Adelman

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Rosario A. Arias-Galvez

For Notary Seal or Stamp



Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Commission#: 201348Place of Execution: Phoenix, Maricopa, AZDate Commission Expires: February 7, 2008Date of Signing: March 11, 2005Signature: Rosario A. Arias-Galvez

STATE OF CALIFORNIACOUNTY OF LAKEOn March 22, 2005, before me, KAREN SCHAUS,

(notary name)

a Notary Public in and for said County and State, personally appeared:

Masako Hachisuka

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

Karen Schaus

For Notary Seal or Stamp



Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Commission#: 1368212Place of Execution: LAKEPORT CA - LAKE COUNTYDate Commission Expires: AUG. 5, 2006Date of Signing: March 22, 2005

Notary Signature:

Karen Schaus

The Real Property located in the City of KLAMATH FALLS, County of KLAMATH, State of OR. **26714**

PARCEL 1:

THE NORTHERLY 60 FEET AND THE WESTERLY 150 FEET OF THE SOUTHERLY 85.44 FEET OF LOT E, SUBDIVISION OF ENTERPRISE TRACT NO. 24 IN THE NW ¼ OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

STARTING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 E., W.M., OREGON; THENCE SOUTH 00 DEGREES 00 ½' EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 3, 826.8 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 75 FEET DISTANT AT RIGHT ANGLES NORTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS - LAKEVIEW STATE HIGHWAY, ALSO KNOWN AS SOUTH SIXTH STREET, AS THE SAME IS NOW LOCATED AND CONSTRUCTED, SAID PARALLEL LINE BEING ALSO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE SOUTH 55 DEGREES 52 ½' EAST ALONG SAID RIGHT OF WAY LINE 2192.4 FEET, MORE OR LESS, TO AN IRON PEG MARKING THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO SWAN LAKE MOULDING COMPANY BY DEED DATED MAY 16, 1968 AND RECORDED IN VOLUME M68 PAGE 4736 OF KLAMATH COUNTY DEED RECORDS FROM WHICH PEG A CROSS CHISELED IN THE CONCRETE SIDEWALK BEARS SOUTH 34 DEGREES 07 ½' WEST 10.0 FEET; THENCE NORTH 34 DEGREES 07 ½' EAST AT RIGHT ANGLES TO SIXTH STREET 150.0 FEET TO AN IRON PEG AND THE TRUE BEGINNING POINT OF THIS DESCRIPTION; THENCE SOUTH 55 DEGREES 52 ½' EAST 73.52 FEET TO AN IRON PEG IN THE EAST LINE OF ENTERPRISE TRACTS NO. 33A; THENCE NORTH 00 DEGREES 21 ½' EAST 132.36 FEET ALONG SAID EAST LINE TO AN IRON PEG; THENCE SOUTH 34 DEGREES 07 ½' WEST 109.92 FEET TO THE PLACE OF BEGINNING.

APN: R525569 & R579742

End of Description

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