

RECORDATION REQUESTED BY:
Sterling Savings Bank
Klamath Falls Commercial Banking Center
540 Main St
Klamath Falls, OR 97601

2007-000943
Klamath County, Oregon



01/18/2007 03:09:04 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:
Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:
P&E RENTALS LLC
4815 TINGLEY LN
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 January 10, 2007, is made and executed between between P&E RENTALS LLC ("Grantor") and Sterling Savings Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 17, 2005 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED ON OCTOBER 21, 2005 UNDER KLAMATH COUNTY FILING NO. M05-67111.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:
See the exhibit or other description document 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 4819 & 4915 TINGLEY LN, KLAMATH FALLS, OR 97603. The Real Property tax identification number is 775405; 36482; 163913.

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

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JANUARY 10, 2007 IN THE PRINCIPAL AMOUNT OF \$89,240.76 WITH A MATURITY DATE OF OCTOBER 15, 2015.

THE WORD "BORROWER" SHALL NOW MEAN P&E RENTALS LLC.

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.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

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 JANUARY 10, 2007.

GRANTOR:

P&E RENTALS LLC

By:

PETER R O'NEIL, Member of P&E RENTALS LLC

By:

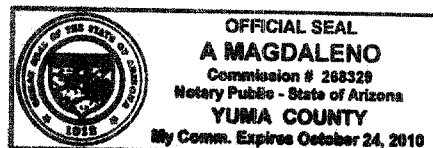
ESTHER Y O'NEIL, Member of P&E RENTALS LLC

LENDER:

STERLING SAVINGS BANK

x Angela Barry
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

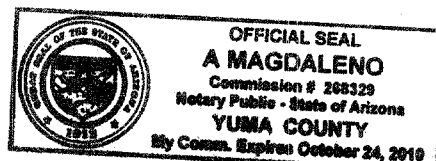
STATE OF ArizonaCOUNTY OF Yuma)
) SS
)

On this 11th day of January, 20 07, before me, the undersigned Notary Public, personally appeared PETER R O'NEIL, Member of P&E RENTALS LLC, and known to me to be a member or designated agent 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 he or she is 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 Arizona

Residing at 11689 Steathins Blvd Yuma AZ
My commission expires 10-24-2010

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

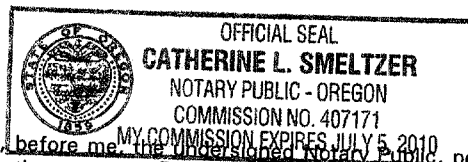
STATE OF ArizonaCOUNTY OF Yuma)
) SS
)

On this 11th day of January, 20 07, before me, the undersigned Notary Public, personally appeared ESTHER Y O'NEIL, Member of P&E RENTALS LLC, and known to me to be a member or designated agent 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 he or she is 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 Arizona

Residing at 11689 S Steathins Blvd Yuma AZ
My commission expires 10-24-2010

LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Klamath)
) SS
)

On this 17th day of January, 20 07, before me, the undersigned Notary Public, personally appeared Angalee M. Barry and known to me to be the Commercial Banking Officer, 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 Catherine L. Smeltzer
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR
My commission expires July 5, 2010