

MTC 13916-9403

2009-004107

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00062993200900041070030033

03/23/2009 03:25:05 PM

Fee: \$31.00

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 March 19, 2009, is made and executed between American Sanitation, Inc ("Grantor") and South Valley Bank & Trust, whose address is 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 November 8, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded November 14, 2007, in the Office of the Klamath County Clerk, No. 2007-0019448.

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 7246 Airway Dr, Klamath Falls, OR 97603.

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

Reamortize the loan and extend the maturity .

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 MARCH 19, 2009.

GRANTOR:

AMERICAN SANITATION, INC

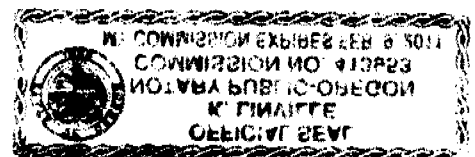
By: John Garee
John Garee, President of American Sanitation, Inc

By: Jann Garee
Jann Garee, Vice President of American Sanitation, Inc

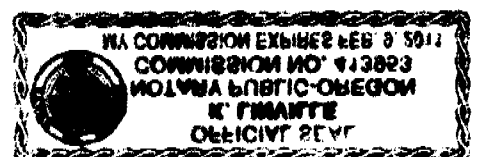
LENDER:

SOUTH VALLEY BANK & TRUST

x Angelle M. Barry
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.



3/19/09

MODIFICATION OF DEED OF TRUST
(Continued)

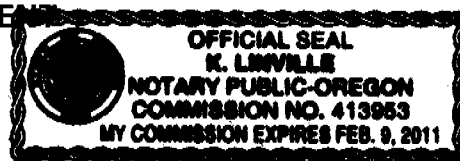
Page 2

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 30 day of March, 2009, before me, the undersigned Notary Public, personally appeared John Garee, President of American Sanitation, Inc and Jann Garee, Vice President of American Sanitation, Inc, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By K. Linville

Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon

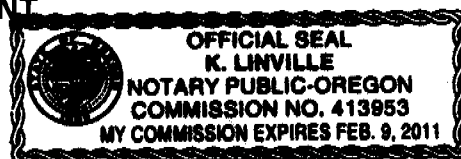
My commission expires 2-9-11

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 30 day of March, 2009, before me, the undersigned Notary Public, personally appeared Angela Barry and known to me to be the Comptroller Officer authorized agent for South Valley Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of South Valley Bank & Trust, duly authorized by South Valley Bank & Trust 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 in fact executed this said instrument on behalf of South Valley Bank & Trust.

By K. Linville

Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon

My commission expires 2-9-11

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A tract of land situated in the NE1/4 NE1/4 of Section 24, 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 a point which is West 529.0 feet and South 0° 19' West 30.0 feet from the iron axle marking the Northeast corner; said beginning point being on the South boundary of Airway Drive; thence South 0° 19' West 308.9 feet to a point on the Northerly boundary of the U.S.R.S. Dixon Drain; thence following said Northerly boundary North 75° 18' West 149.8 feet to an iron pin; thence North 0° 19' East 270.9 feet to an iron pin on the South boundary of Airway Drive; thence East along said South boundary 145.1 feet to the point of beginning

EXCEPTING THEREFROM that portion of the above described property included in a strip of land 50.00 feet in width, lying on the Southerly side of the centerline of the Southside Expressway, which centerline is described as follows:

Beginning at Engineer's center line Station 380+00, said station being 613.8 feet North and 1815.6 feet West of the Southeast corner of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 54° 05' 31" East 631.77 feet; thence on a 1311.97b foot radius curve left (the long chord of which bears South 72° 22' 36.5" East) 837.38 feet; thence North 89° 20' 18" East 519.28 feet to Engineer's center line station 399+88.43.

PARCEL 2

A tract of land situated in the NE1/4 NE1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin located West a distance of 674.1 feet and South 0° 19' West a distance of 30.0 feet from the iron axel marking the Northeast corner of said Section 24, said beginning point being on the South boundary of Airway Avenue; thence South 0° 19' West a distance of 270.9 feet to an iron pin on the Northerly boundary of the USRS Dixon Drain; thence North 75° 18' West along said boundary a distance of 86.7 feet; thence North 0° 19' East a distance of 248.9 feet to the South boundary of Airway Avenue; thence East along the South boundary of Airway a distance of 84.0 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of the above described property included in a strip of land 50.00 feet in width, lying on the Southerly side of the centerline of the Southside Expressway, which centerline is described as follows:

Beginning at Engineer's center line Station 380+00, said station being 613.8 feet North and 1815.6 feet West of the Southeast corner of Section 13, Township 39 South, Range 9 East of the Willamette Meridian; thence South 54° 05' 31' East 631.77 feet; thence on a 1311.97 foot radius curve left (the long chord of which bears South 72° 22' 36.5" East) 837.38 feet; thence North 89° 20' 18" East 519.28 feet to Engineer's center line Station 399+88.43.

AMERICAN SANITATION, INC.

BY: _____

JOHN GAREE, PRESIDENT/CEO

BY: _____

JANN GAREE, VICE PRESIDENT