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After recording, return to:
U.S. Bank National Association
111 S.W. Fifth Avenue, T-7
Portland, Oregon 97204
Attention: Leeann Thompson

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-24575



\$41.00

M-DTAM Cnt=1 Stn=4 JEFF
\$15.00 \$11.00 \$10.00 \$5.00

05/03/2002 04:03:18 PM

**AMENDMENT OF OREGON LINE OF CREDIT TRUST DEED
(Deschutes County)**

This AMENDMENT OF LINE OF CREDIT DEED OF TRUST is dated as of April 30, 2002, by and between **DON MORISSETTE HOMES, INC.**, an Oregon corporation ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Beneficiary").

RECITALS :

A. Grantor executed an "Oregon Line of Credit Trust Deed, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code)," which was recorded on November 16, 2001, in the records of Deschutes County, Oregon, as Fee No. 2001-56775 (the "Deed of Trust"). The Deed of Trust encumbers the real property and the personal property described therein.

B. Grantor and Beneficiary wish to amend the Deed of Trust according to the terms set forth below to reflect a restructuring of the indebtedness secured by the Deed of Trust. Pursuant to such restructuring, the maximum amount of indebtedness secured by the Deed of Trust has been increased and the maturity date of such indebtedness has been extended.

AGREEMENT

1. The third and fourth paragraphs on page 1 of the Deed of Trust are hereby amended and restated to read in their entirety as follows:

"This Deed of Trust is a Line of Credit Instrument, as defined in ORS Section 86.155. The maximum principal amount to be advanced under the Note is \$2,250,000.

"The date on which the Note matures or the term of the Note expires, exclusive of any option to renew or extend such term or maturity, is September 30, 2003."

2. The definition of "Obligations" set forth in Section 1.3 of the Deed of Trust is hereby amended and restated to read in its entirety as follows:

"1.3 'Obligations' means all loans by the Beneficiary to **DON MORISSETTE HOMES, INC.**, and **VENTURE PROPERTIES, INC.**, evidenced by a note dated April 30, 2002, in the initial principal amount of \$2,250,000, and any extensions, renewals, restatements, and modifications thereof and all principal, fees, and expenses relating thereto (the 'Note'); and also means all other loans or advances to the Grantor

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

- 1 -

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS AN
ACCOMMODATION ONLY. NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE
OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT.

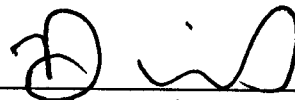
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from the Beneficiary and all other obligations of the Grantor to the Beneficiary, when the promissory note, guaranty, or other document evidencing the loan, advance, or obligation (as modified, amended, extended, renewed, or replaced) specifically states that payment and performance thereof are secured by this Deed of Trust, whether such Obligations are now or hereafter existing or incurred, whether liquidated or unliquidated, and whether absolute or contingent; and principal, interest, fees, expenses, and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, attorneys' fees of both inside and outside counsel, and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby."


3. Except as expressly set forth herein, the Deed of Trust shall remain unmodified and in full force and effect. This amendment reflects a restructuring of the indebtedness secured by the Deed of Trust and shall have no effect upon the priority of the lien created by the Deed of Trust.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

DON MORISSETTE HOMES, INC.

By: 
Donald W. Morissette, President

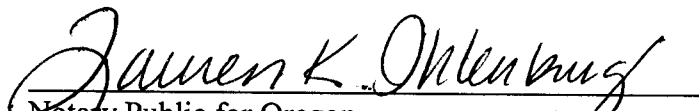
U.S. BANK NATIONAL ASSOCIATION

By: 
Leeann Thompson, Vice President

STATE OF OREGON)
COUNTY OF Clackamas) SS

This instrument was acknowledged before me on this 29 day of April, 2002, by Donald W. Morissette, as President of Don Morissette Homes, Inc., an Oregon corporation, on behalf of said corporation.




Notary Public for Oregon
My commission expires: July 14, 2003

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 29th day of April, 2002, by Leeann Thompson, as Vice President of U.S. Bank National Association, a national banking association, on behalf of said association.



Mary E. Wilson
Notary Public for Oregon
My commission expires: January 9, 2005