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Pacific First Bank, A Federal Savings Bank
Attention Robert M.B. Draper
400 Union Street, Suite 400
PO Box 91029
Seattle, Washington 98111-9129

ASPEN 01036048

MODIFICATION OF DEED OF TRUST, ASSIGNMENT
OF RENTS AND LEASES, AND SECURITY AGREEMENT

THIS MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF
RENTS AND LEASES, AND SECURITY AGREEMENT is made this ____ day
of February 26, 1991, by and among TERRY L. HOWARD and
JOHN W. WILLIAMS (collectively, "Grantor"), JOHN K. ASPELL,
CATHERINE ASPELL, BRADFORD J. ASPELL, SUSAN E. ASPELL, CARL C.
COULSON and MARY PAT COULSON (collectively, "Transferee") and
PACIFIC FIRST BANK, A FEDERAL SAVINGS BANK, formerly Prudential
Bank F.S.B., a federally chartered stock savings bank organized
under the laws of the United States of America ("Beneficiary").

Grantor, Beneficiary and Stewart Title of Oregon,
Inc., as trustee, are parties to a Deed of Trust, Assignment of
Rents and Leases, and Security Agreement dated September 23,
1986 and recorded September 25, 1986 in Volume M86 of the
Records of Klamath County, Oregon, at page 17405 (the "Deed of
Trust"), pertaining to certain real property located in Klamath
County, Oregon, more particularly described in the attached
Exhibit A. The Deed of Trust secures, among other things, that
certain Promissory Note dated September 23, 1986 from Grantor
in favor of Beneficiary in the original principal amount of
\$1,605,000 (the "Note").

Grantor, Transferee and Lender have entered into a
Loan Assumption and Modification Agreement of even date
herewith, pursuant to which Transferee has assumed the Note
upon certain terms and conditions and the Note has been
modified in certain respects.

In consideration thereof, the parties agree as
follows:

1. The Deed of Trust shall hereafter secure the
performance of each agreement of Borrower and Transferee under
the Note as modified by the Loan Assumption and Modification
Agreement.

2. As provided in the Loan Assumption and Modification Agreement, the maturity date of the loan has been extended to September 23, 2001.

3. Except as specifically amended hereby, the Deed of Trust shall remain unaffected and unchanged and in full force and effect.

BORROWER:

Terry L. Howard
Terry L. Howard

John W. Williams
John W. Williams

TRANSFeree:

John K. Aspell by Bradford J. Aspell
John K. Aspell *attorney in fact*

Catherine Aspell by Bradford J. Aspell
Catherine Aspell *attorney in fact*

Bradford J. Aspell
Bradford J. Aspell

Susan E. Aspell
Susan E. Aspell

Carl C. Coulson
Carl C. Coulson

Mary Pat Coulson
Mary Pat Coulson

LENDER:

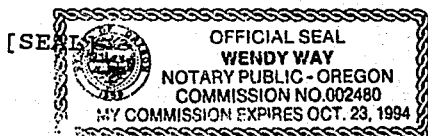
PACIFIC FIRST BANK, A FEDERAL
SAVINGS BANK

By [Signature]
Its Assistant Vice President

STATE OF OREGON)

County of Clackamas) ss.

This instrument was acknowledged before me on February 26 1991, by TERRY L. HOWARD.

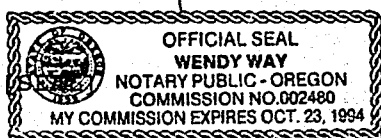


Wendy Way
Notary Public for Oregon
My commission expires: 10/23/94

STATE OF OREGON)

County of Clackamas) ss.

This instrument was acknowledged before me on
February 26 1991, by JOHN W. WILLIAMS.



Wendy Way
 Notary Public for Oregon

My commission expires: 10/23/94

STATE OF OREGON)

County of)

) ss.

This instrument was acknowledged before me on
 _____, 1991, by JOHN K. ASPELL and CATHERINE ASPELL.

[SEAL]

 Notary Public for Oregon

My commission expires: _____

STATE OF OREGON)

County of)

) ss.

This instrument was acknowledged before me on
February 28, 1991, by BRADFORD J. ASPELL and SUSAN E.

[SEAL]

Sandra Handscher
 Notary Public for Oregon

My commission expires: 7-23-93

STATE OF OREGON)

County of)

) ss.

This instrument was acknowledged before me on
February 28, 1991, by CARL C. COULSON and MARY PAT COULSON.

[SEAL]

Sandra Handscher
 Notary Public for Oregon

My commission expires: 7-23-93

3706

STATE OF WASHINGTON)

County of)

SS.

I certify that I know or have satisfactory evidence that Robert M. Draper is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Asst. Vice President of PACIFIC FIRST BANK, A FEDERAL SAVINGS BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/22/91

[Seal or Stamp]

Jeanne H. Flintoff Long
Notary Public for Washington
My appointment expires: 1/11/94

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath }

SS.

On this the 28th day of February, 19 91 personally appearedBRADFORD J. ASPELLwho, being duly sworn (or affirmed), did say that he is the attorney in fact forJOHN K. ASPELL AND CATHERINE ASPELLand that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Sandra Lindaker
NOTARY PUBLIC FOR OREGONMY COMMISSION EXPIRES: 7-23-93

(Title of Officer)

EXHIBIT A

Legal Description

Beginning at the intersection of the centerlines of Dahlia Street and Clover Street in the City of Klamath Falls in the State of Oregon, thence along the centerline of Clover Street North 54°54'38" East 30.00 feet to the northerly right-of-way line of Dahlia Street, thence continuing along the northerly right-of-way line of Dahlia Street North 37°10'59" West 50.49 feet to the true point of beginning. Thence continuing along the northerly right-of-way line of Dahlia Street along a curve to the left having a radius of 427.57 feet, a central angle of 52°02'34", an arc length of 388.37 feet, a long chord of 375.16 feet and a long chord bearing of North 63°12'16" West, thence North 00°46'26" East 359.39 feet, thence South 89°13'34" East 272.76 feet, thence South 00°46'26" West 54.00 feet, thence South 87°22'21" East 198.26 feet to the westerly right-of-way line of Clover Street, thence along the westerly right-of-way line of Clover Street South 02°37'39" West 266.86 feet, thence continuing along the westerly right-of-way line of Clover Street along a curve to the right having a radius of 273.64 feet, a central angle of 47°49'42", an arc length of 228.42 feet, a long chord of 221.85 feet and a long chord bearing of South 26°32'30" West, thence along a curve to the right having a radius of 20.00 feet, a central angle of 92°21'39", an arc length of 32.28 feet, a long chord of 28.86 feet and a long chord bearing of North 83°21'49" West to the northerly right-of-way line of Dahlia Street and the point of beginning.

SUBJECT TO:

1. Reservations and restrictions as contained in plat dedication, to wit: "said plat being subject to: (1) Public utility easement as shown on the annexed map; (2) Slope easements as shown on the annexed map; (3) 1 ft. reserve strips as shown on the annexed map to be dedicated to the City of Klamath Falls and later released by resolution of the common council when adjoining property is properly developed; (4) Jogging trail easement as shown on the annexed map. Restrictions to deed for lots within Campus View are filed in Klamath County Records, Volume M-79 at page 19843 and Volume M-79, page 22295, Microfilm Records of Klamath County, Oregon.

2. Declaration of Restrictions of Campus View Subdivision, including the terms and provisions thereof, but omitting restrictions, if any, based on race, color, religion or national origin, recorded August 21, 1979 in Volume M-79 at page 19843, Microfilm Records of Klamath County, Oregon, an Addendum thereto recorded September 19, 1979 in Volume M-79 at page 22295, Microfilm Records of Klamath County, Oregon.

3. Subject to a 10 foot jogging easement over and across Lot 1 and 6 as shown on dedicated plat.

4. Subject to a 16 foot easement over and across Lots 1 and 6 as shown on dedicated plat.

5. Subject to a slope easement over and across Lot 5 as shown on dedicated plat.

6. Declaration of Restrictive Covenant, dated December 22, 1980, and recorded April 27, 1981 in Volume M-81 at page 7566, Microfilm Records of Klamath County, Oregon, wherein Eastport Equities agrees that property will not be used as a fast food hamburger style restaurant purpose for a period of twenty years. (Affects: Legal Description of property owned by Eastport Equities within a 2 mile radius of the property contracted by sale to McDonald's Corp. The following lots within "Campus View" Subdivision are owned by Eastport Equities in Klamath County. Block 2 "Campus View" Subdivision Lots 1, 2, 3, 4, 5, & 6 Block 3 "Campus View" Subdivision Lots 2, 3, 4 & 5 Block 4 "Campus View" Subdivision Lots 1, 2, 3, 4 & 5 Lots 1 and 2 of Block 4 are subject property; Block 5 "Campus View" Subdivision Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, & 12 Block 6 "Campus View" Subdivision Lots 1, 2, 3, 4, 5, & 6. Additional property adjacent to "Campus View" to be used for future development located SE of A Northerly extension of the West boundary of Campus View and a Westerly extension of the North boundary of Campus View.

7. Easement, including the terms and provisions thereof:
 For : easement or right of way 10 feet in width,
 Granted to : for an electric underground distribution line
 Dated : Pacific Power & Light Company, a corporation
 Recorded : January 22, 1986
 Book : January 28, 1986
 Page : M-86
 : 1469

8. Taxes for the year 1986-87.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 28th day
 of Feb. A.D., 19 91 at 2:38 o'clock P.M., and duly recorded in Vol. M91,
 of Mortgages on Page 3703.

FEE \$33.00

Evelyn Biehn - County Clerk

By [Signature]