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Vol 93 Page 7637

AFTER RECORDING RETURN TO:
U.S. BANCORP MORTGAGE COMPANY (ORE651)
Commercial Real Estate/Portfolio Management
P.O. Box 5187
Portland, Oregon 97208
(Attn: Patricia Saul)

TRUST DEED MODIFICATION

LOAN NUMBER 35-38588

THIS AGREEMENT made this 17 day of March, 1993, by and between U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation, successor in interest to U.S. CREDITCORP, an Oregon corporation ("Lender") and NINE PINE PROPERTIES, a partnership ("Borrower" or "Grantor");

WITNESSETH:

WHEREAS Borrower has heretofore made, executed and delivered to the Lender its Promissory Note dated December 22, 1983, in the original principal sum of Two Hundred Sixty-Seven Thousand and no/100 Dollars (\$267,000.00) ("Note") together with a Trust Deed executed by Borrower dated December 22, 1983, recorded on March 12, 1984, in Volume M84, Page 3966, ("Trust Deed") in the office of the County Clerk or Recorder of the County of Klamath, State of Oregon, and other real and personal property Security Instrument(s) (all collectively "Security Instruments") securing said obligation, and there now remains unpaid on the Note an indebtedness in the amount of Two Hundred Thirty-Six Thousand Three Hundred Seventy-Six and 93/100 Dollars (\$236,376.93) with interest thereon paid through December 6, 1993 as of the date of this Agreement; and

WHEREAS the Lender is now the owner and holder of said Promissory Note and Security Instruments; and

NOW THEREFORE, for good and valuable consideration given and received, it is hereby agreed as follows:

1. Modification Purpose. This modification is being executed expressly for the purpose of recording in the office of the County Clerk or Recorder of the County of Klamath, State of Oregon, and is subject to the terms and provisions of the Real Estate Extension or Revision Agreement being executed concurrently herewith between Lender and Borrower.
2. Maturity Date. The scheduled maturity date is changed from January 10, 1993 to January 10, 1999, at which time all unpaid amounts owing on the Note shall be due and payable.
3. Inspections and Appraisals. Lender or its agents may enter upon the Property at any reasonable time to inspect or appraise it, whether or not any default exists hereunder. If Grantor refuses to permit such inspection or appraisal, Lender may specifically enforce performance of this provision. Grantor agrees to pay the cost of all appraisals required by Lender in its sole discretion to comply with (a) any applicable statute or regulation or (b) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Lender. All such appraisal costs shall become a part of the Indebtedness secured hereby and shall be payable by Grantor on demand, together with interest thereon at the highest rate applicable to any such Indebtedness.
4. Additional Collateral. In addition to the Property identified on page 1 of the Deed of Trust, the Property shall also include, and Grantor hereby grants to Lender a security interest in all of Grantor's now owned or hereafter acquired (a) equipment and inventory which is at any time located on or used in connection with the real property described in this Deed of Trust or any business operated thereon; (b) accounts, general intangibles, instruments, money cash equivalents and income or revenues of any nature which arise from or relate to the operation of such property or any such business; and (c) all proceeds of any of the foregoing. All of the foregoing collateral shall be part of the "personal property" as that term is used in this Deed of Trust.
5. Financial Information. From time to time, upon request by Lender, Grantor shall provide, and shall cause any guarantor of the Indebtedness to provide, such financial information concerning such person or the Property as Lender may require. Such

information may include without limitation financial statements, tax returns and operating statements regarding the Property.

This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors, and assigns.

If this instrument is executed in connection with a debt secured by a Mortgage, "Grantor" shall mean "Mortgagor" and "Deed of Trust" shall mean "Mortgage".

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

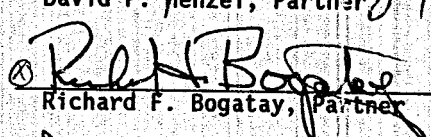
NOTICE PURSUANT TO ORS 41.580(3)(a)-(b)

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US ON OR AFTER OCTOBER 3, 1989 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:

NINE PINE PROPERTIES, a partnership


By:  David P. Menzel, Partner

By:  Richard F. Bogatay, Partner

By:  Jon R. Bogatay, Partner

LENDER:

U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation,
successor in interest to U.S. CREDITCORP, an Oregon corporation

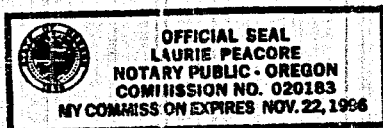
By:  D.A. Jayne
Title: Assistant Vice President

BORROWER ACKNOWLEDGMENT

STATE OF Oregon)
County of Klamath) ss.

On this 17 day of March, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DAVID P. HENZEL, known to me to be the identical individual who executed the within and foregoing instrument as a partner of NINE PINE PROPERTIES, a partnership, the partnership mentioned in the foregoing instrument, and he acknowledged to me that he signed the same as a free and voluntary act and deed on behalf of said partnership, for the uses and purposes therein specified, and under due authority to sign on its behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

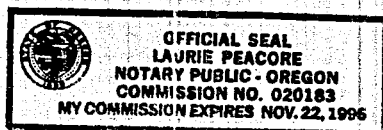


Laurie Peacore
Notary Public for Oregon
My commission expires Nov 22 1996

STATE OF Oregon)
County of Klamath) ss.

On this 17 day of March, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RICHARD F. BOGATAY, known to me to be the identical individual who executed the within and foregoing instrument as a partner of NINE PINE PROPERTIES, a partnership, the partnership mentioned in the foregoing instrument, and he acknowledged to me that he signed the same as a free and voluntary act and deed on behalf of said partnership, for the uses and purposes therein specified, and under due authority to sign on its behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Laurie Peacore
Notary Public for Oregon
My commission expires Nov 22 1996

STATE OF Oregon)
County of Klamath) ss.

On this 17 day of March, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JON R. BOGATAY, known to me to be the identical individual who executed the within and foregoing instrument as a partner of NINE PINE PROPERTIES, a partnership, the partnership mentioned in the foregoing instrument, and he acknowledged to me that he signed the same as a free and voluntary act and deed on behalf of said partnership, for the uses and purposes therein specified, and under due authority to sign on its behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



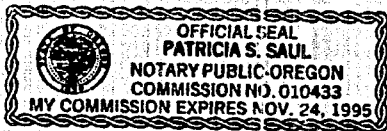
Laurie Peacore
Notary Public for Oregon
My commission expires Nov 22 1996

LENDER ACKNOWLEDGMENT

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STATE OF OREGON)
 County of Multnomah) ss.

This instrument was acknowledged before me this 19th day of March, 1993 by D. A. JAYNE, who, being duly sworn, did say that he is an Assistant Vice President of U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation, successor in interest to U.S. CREDITCORP, an Oregon corporation, and that said instrument was signed in behalf and by authority of said corporation; and he acknowledged said instrument to be its voluntary act and deed.



[Signature]
 Notary Public for Oregon
 My commission expires: 11-24-95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. Bancorp Mtge. Co the 13th day of April A.D., 19 93 at 2:29 o'clock P M., and duly recorded in Vol. M93 of Mortgages on Page 7637.

FEE \$25.00

Evelyn Biehn, County Clerk
 By [Signature]