

RECORDED AT REQUEST OF AND:

FOR RECORDER'S USE ONLY:

THE FIRST NATIONAL BANK OF CHICAGO

WHEN RECORDED MAIL TO:

Brobeck, Phleger & Harrison  
Spear Street Tower, 24th Floor  
One Market Plaza  
San Francisco, California 94105  
Attention: Drew Jones, Esq.

K-45196

**OMNIBUS AMENDMENT TO SECURITY DOCUMENTS**  
**(#5)**

**THIS OMNIBUS AMENDMENT TO SECURITY DOCUMENTS** ("Amendment"), dated as of the 23rd day of April, 1993, is entered into by and between **THE FIRST NATIONAL BANK OF CHICAGO**, a national banking association ("Beneficiary"), **RED LION INN-COSTA MESA**, a California joint venture general partnership ("RLI-CM"), **RED LION ORANGE COUNTY PARTNERS, L.P.**, a California Limited Partnership ("RLOCP"), and **RED LION**, a California Limited Partnership ("Red Lion").

**THE PARTIES ENTER INTO THIS AMENDMENT** based upon the following facts, intentions and understandings.

A. Beneficiary and RLI-CM, as Borrower, entered into that certain Construction Loan Agreement, dated as of February 18, 1986, as amended by Amendment No. 1, dated November 21, 1986, Amendment No. 2, dated May 15, 1987, Amendment No. 3, dated September 28, 1990, Amendment No. 4, dated October 15, 1991 and Amendment No. 5 ("Amendment No. 5"), of even date herewith (collectively, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein are used as defined in the Loan Agreement and the other Loan Documents.

B. The Loan is evidenced by a Promissory Note Secured by Construction Deed of Trust in the original principal amount of up to \$57,000,000.00, which outstanding principal amount has been reduced to \$38,000,000.00 ("Loan").

C. The Loan is secured by, among other things, (i) a Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of February 18, 1986 and recorded in the Official Records of Orange County, California on February 20, 1986, as Document Number 86-069109, as amended by

Short Form Amendment, dated as of November 21, 1986 and recorded in the Official Records of Orange County, California on December 26, 1986 as Document Number 86-643963, by Short Form Amendment (#2), dated as of May 15, 1987 and recorded in the Official Records of Orange County, California on August 14, 1987 as Document Number 87-463962, by Omnibus Amendment To Security Agreements, dated as of September 28, 1990 and recorded in the Official Records of Orange County, California on October 12, 1990 as Document Number 90-543560, and by Omnibus Amendment to Security Agreements (#4) dated as of October 15, 1991 and recorded in the Official Records of Orange County, California on November 20, 1991 as Document No. 91-6328288 (collectively, the "Costa Mesa Deed of Trust"), encumbering RLI-CM's fee interest in the Premises and Improvements more particularly described in the Costa Mesa Deed of Trust, (ii) an unrecorded Construction Security Agreement, dated as of February 18, 1986 by and between Beneficiary and RLI-CM ("Construction Security Agreement") and (iii) two Deeds of Trust, Security Agreements, Assignments of Leases and Rents and Fixture Filings (collectively, the "Oregon Deeds of Trust"), each dated October 15, 1991 and executed by Red Lion and recorded in, respectively, the Official Records of Jackson County, Oregon on November 20, 1991 as Document No. 91-28297 and in the Mortgage Records of Klamath County, Oregon on November 20, 1991 in Volume M91, Page 24286, and encumbering Red Lion's fee interest in certain property more particularly described therein (collectively, the "Oregon Properties") (the Costa Mesa Deed of Trust, the Construction Security Agreement, the Oregon Deeds of Trust and all other agreements or documents securing the Loan, collectively, the "Security Documents"; and each of the Security Documents, individually, a "Security Document").

D. RLI-CM and its partners have agreed to restructure their partnership agreement pursuant to, and convert the same from a general partnership to a limited partnership in accordance with, that certain Agreement of Limited Partnership of Red Lion Orange County Partners, L.P., A California Limited Partnership ("RLOCP"), dated April 12, 1993 ("Limited Partnership Agreement"). Pursuant to the Limited Partnership Agreement, Red Lion, currently a general partner of RLI-CM, shall become the sole general partner of RLOCP; and Newport Beach Capital Investors, Ltd., A California Limited Partnership and currently the remaining general partner of RLI-CM, shall become the sole limited partner of RLOCP. In connection with the consent of Beneficiary to the aforesaid restructuring and conversion, the parties have entered into Amendment No. 5, which provides, among other things, that RLOCP has assumed all obligations and liabilities of RLI-CM under the Loan Documents, whether arising prior or subsequent to, or on, the date hereof; and all references in the Loan Documents to RLI-CM are deemed to apply to RLOCP with the same force and effect as if RLOCP had originally



been named thereunder as Borrower, Trustor or otherwise; and, from and after the date hereof, RLOCP shall be deemed the Borrower and Trustor under the Loan Documents.

E. It is a condition precedent to the effectiveness of Amendment No. 5 that the parties hereto shall have entered into and caused the recordation of this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beneficiary and Trustor hereby agree as follows.

1. **Amendment of Secured Obligations.** Each of the Security Documents is hereby amended to secure, to the extent that by their terms they do not already so secure, payment and performance of all obligations of Trustor and Red Lion under the Loan Documents, as amended by Amendment No. 5, and all modifications, extensions and renewals (if any) of one or more of the obligations set forth in the Loan Documents, as amended by Amendment No. 5. Amendment No. 5 is incorporated herein by reference hereto as if fully set forth herein; and, for a complete description thereof, reference thereto must be made.

2. **Confirmation of Collateral.** The parties hereby confirm that (i) all of Trustor's right, title and interest in and to the Project, all leases of any portion of the Project, and all personal property, fixtures, agreements, contracts and permits of any kind or nature whatsoever, now or hereafter existing, related to the Project, and (ii) all of Red Lion's right, title and interest in and to the Oregon Properties, all leases of any portion of the Oregon Properties, and all personal property, fixtures, agreements, contracts and permits of any kind or nature whatsoever, now or hereafter existing, related to the Oregon Properties, are included in the collateral covered by the Security Documents and continue to be collateral for the Loan.

3. **Tests and Studies.**

a. For purposes of this Section 3 and the following Section 4, "Trustor" shall be deemed to include both RLOCP, as Trustor under the Costa Mesa Deed of Trust, and Red Lion, as Trustor under the Oregon Deeds of Trust; and "Property" shall be deemed to include both the Project and the Oregon Properties.

b. Trustor hereby authorizes Beneficiary, any prospective bidder at any foreclosure sale and their respective officers, directors, employees, agents and independent contractors to enter upon all or any portion of the Property (including, without limitation, following the occurrence of a default) for the purpose of conducting such tests, inspections,

inquiries, examinations, studies, analyses, samples, surveys, and other information gathering activities (collectively, the "Tests and Studies") with respect to the Property as any of them may from time to time deem necessary or appropriate, including, without limitation, Tests and Studies with respect to the presence of Hazardous Substances (as defined in the Environmental Indemnities) in or around the Property and the occurrence of any actual, proposed or threatened storage, existence, release, removal, remediation, handling or transportation of any Hazardous Substances in or around the Property. Except in case of an emergency, or when the Trustor or any tenant has abandoned the Property, or if it is impracticable to do so, Beneficiary shall give Trustor reasonable advance notice of Beneficiary's intent to enter the Property and shall enter the Property only during normal business hours. Trustor hereby covenants and agrees to cooperate fully with such parties in their efforts to conduct the Tests and Studies, and further covenants and agrees to make available to such parties such portions of the Property as any of them may designate. If Beneficiary is refused the right of entry and inspection by the Trustor or any tenant of the Property, or is otherwise unable to enter and conduct Tests and Studies on the Property without a breach of peace, Beneficiary may obtain an order from a court of competent jurisdiction, the appointment of a receiver, or both, to enable Beneficiary to exercise its rights under this section. Beneficiary's rights and remedies set forth herein are in addition to, and Trustor hereby confirms to Beneficiary its rights and remedies under, Section 564(c) of the California Code of Civil Procedure and Section 2929.5 of the California Civil Code. In that regard, the decision of Beneficiary as to whether there exists a release or threatened release of Hazardous Substances onto the Property shall be deemed reasonable and conclusive as between the parties hereto. The results of all Tests and Studies shall be and at all times remain the property of Beneficiary and under no circumstances shall Beneficiary have any obligation whatsoever to disclose or otherwise make available to Trustor or any other party such results or any other information obtained by them in connection with such Tests and Studies.

c. Notwithstanding the provisions of subsection a above, Beneficiary hereby reserves the right, and Trustor hereby expressly authorizes Beneficiary to make available to any party (including, without limitation, any governmental agency or authority and any prospective bidder at any foreclosure sale of the Property), any and all information which Beneficiary may have with respect to the Property, whether provided by Trustor or any third party or obtained as a result of Tests and Studies, including, without limitation, environmental reports, surveys and engineering reports. Trustor consents to Beneficiary notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Tests and Studies and the



information contained therein. Trustor acknowledges that Beneficiary cannot control or otherwise assure the truthfulness or accuracy of the Tests and Studies, and that the release of Tests and Studies, or any information contained therein, to prospective bidders at any foreclosure sale of the Property may have a material and adverse effect upon the amount which a party may bid at such sale. Trustor agrees that Beneficiary shall have no liability whatsoever as a result of delivering any or all of the Tests and Studies or any information contained therein to any third party, and Trustor hereby releases, remises and forever discharges Beneficiary from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Tests and Studies or the delivery thereof.

d. Except as provided below, all costs and expenses incurred by Beneficiary pursuant to this section, including, without limitation, costs of consultants and contractors, costs of repair of any physical injury to the Property normal and customary to the Tests and Studies, court costs and attorneys' fees, whether incurred in litigation or not and whether before or after judgment, shall be payable by Trustor and, to the extent advanced or incurred by Beneficiary, shall be reimbursed to Beneficiary by Trustor upon demand. It is the parties' intention that Beneficiary be responsible only for the cost of repair of physical injury to the Property that was not reasonable or necessary to the conducting of the Tests and Studies in accordance with normal and customary procedures. Any and all costs and expenses incurred or advanced by Beneficiary pursuant to this section, together with interest thereon at the rate then applicable under the Note, shall be secured by the Security Documents and shall enjoy the same priority as the original principal amount of the Note.

4. Waiver of Lien. In accordance with California Code of Civil Procedure Section 726.5, Beneficiary may waive its lien against the Property or any portion thereof, to the extent such property is found to be environmentally impaired, and may exercise any and all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency, including, without limitation, seeking an attachment order under California Code of Civil Procedure Section 483.010. No such waiver shall be final or binding on Beneficiary unless and until a final money judgment is obtained against Trustor. As between Beneficiary and Trustor, for purposes of California Code of Civil Procedure Section 726.5, Trustor shall have the burden of proving that the release or threatened release was not knowingly or negligently caused or contributed to, or knowingly or willfully permitted or acquiesced to by Trustor or any related party (or any affiliate or agent of Trustor or any related party) and that Trustor made written disclosure thereof to Beneficiary or that Beneficiary otherwise

obtained actual knowledge thereof prior to the making of the Loan. Notwithstanding anything to the contrary contained in the Security Documents or any of the other Loan Documents, but subject to the limited liability restrictions of Section 7 of Amendment No. 5, Trustor shall be fully and personally liable for all judgments and awards entered against Trustor pursuant to California Code of Civil Procedure 726.5 and such liability shall not be limited by the original principal amount of the obligations secured by the Security Documents. Trustor's obligations hereunder shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or the Security Documents. For the purposes of any action brought under this section, Trustor hereby waives the defense of laches and any applicable statute of limitations. For purposes of California Code of Civil Procedure 726.5, the acts, knowledge and notice of each "726.5 Party" shall be attributed to and be deemed to have been performed by the party or parties then obligated on or liable for payment of the Note. As used herein, "726.5 Party" shall mean Trustor, any partner thereof, any successor owner to Trustor of all or any portion of the Property, any related party of Trustor or any such successor and any affiliate or agent of Trustor, any such successor or any such related party.

#### 5. Miscellaneous.

a. Except as amended hereby, the Security Documents remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Beneficiary or Trustee under any of the Security Documents nor constitute a waiver of any provision of any of the Security Documents. If there shall be a conflict or inconsistency between the provisions of any of the Security Documents and the provisions of this Amendment, the provisions of this Amendment shall control.

b. This Amendment and the other Loan Documents to which Beneficiary, Trustor and one or more of its partners are parties and made in favor of Beneficiary, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous negotiations, commitments and writings with respect to such subject matter.

c. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

d. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one (1) Amendment.




IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized representatives as of the date first above written.

"RLI-CM" and previous "Trustor" under the Costa Mesa Deed of Trust

RED LION INN-COSTA MESA, a California joint venture general partnership


By: RED LION, A CALIFORNIA LIMITED PARTNERSHIP, as Partner

By: RLA-GP, Inc., a Delaware corporation, as General Partner


By:   
H. Raymond Bingham  
Senior Vice President


By: NEWPORT BEACH CAPITAL INVESTORS, LTD., A CALIFORNIA LIMITED PARTNERSHIP, as Partner

By: NEWPORT BEACH GENERAL INVESTORS, A California general partnership, as General Partner

By:   
R. L. Barnett, as Partner

By:   
Michael G. Evans, as Partner

By:   
Eldon R. Hugie, as Partner

By:   
Guy R. McComb, as Partner

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By: RLA-GP, Inc., a Delaware corporation, as General Partner

By: H. Raymond Bingham  
Senior Vice President

By: NEWPORT BEACH CAPITAL INVESTORS, LTD., A CALIFORNIA LIMITED PARTNERSHIP, as Partner

By: NEWPORT BEACH GENERAL INVESTORS, A California general partnership, as General Partner

By: R. L. Barnett  
R. L. Barnett, as Partner

By: Michael G. Evans  
Partner

By: Eldon R. Hugie  
Eldon R. Hugie, as Partner

By: Guy R. McComb  
Guy R. McComb, as Partner



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Partner

By: Michael G. Evans  
Michael G. Evans, as Partner

By: Eldon R. Hugie, as  
Partner

By: Guy R. McComb, as  
Partner



"RLOCP" and "Trustor" under the Costa  
Mesa Deed of Trust

RED LION ORANGE COUNTY PARTNERS,  
A CALIFORNIA LIMITED PARTNERSHIP

By: RED LION, A CALIFORNIA LIMITED  
PARTNERSHIP, as General Partner

By: RLA-GP, Inc., a Delaware  
corporation, as General  
Partner

By: Raymond Bingham  
Senior Vice President

By: NEWPORT BEACH CAPITAL INVESTORS,  
LTD., A CALIFORNIA LIMITED  
PARTNERSHIP, as Limited Partner

By: NEWPORT BEACH GENERAL  
INVESTORS, A California  
general partnership, as  
General Partner

By: R. L. Barnett, as  
Partner

By: Michael G. Evans, as  
Partner

By: Eldon R. Hugie, as  
Partner

By: Guy R. McComb, as  
Partner

"RLOCP" and "Trustor" under the Costa  
Mesa Deed of Trust

RED LION ORANGE COUNTY PARTNERS,  
A CALIFORNIA LIMITED PARTNERSHIP

By: RED LION, A CALIFORNIA LIMITED  
PARTNERSHIP, as General Partner

By: RLA-GP, Inc., a Delaware  
corporation, as General  
Partner

By: H. Raymond Bingham,  
Senior Vice President

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LTD., A CALIFORNIA LIMITED  
PARTNERSHIP, as Limited Partner

By: NEWPORT BEACH GENERAL  
INVESTORS, A California  
general partnership, as  
General Partner

By: R. L. Barnett  
R. L. Barnett, as  
Partner

By: Michael G. Evans, as  
Partner

By: Eldon R. Hugie  
Eldon R. Hugie, as  
Partner

By: Guy R. McComb, as  
Partner



"RLOCP" and "Trustor" under the Costa  
Mesa Deed of Trust

RED LION ORANGE COUNTY PARTNERS,  
A CALIFORNIA LIMITED PARTNERSHIP

By: RED LION, A CALIFORNIA LIMITED  
PARTNERSHIP, as General Partner

By: RLA-GP, Inc., a Delaware  
corporation, as General  
Partner

By: \_\_\_\_\_  
H. Raymond Bingham,  
Senior Vice President

By: NEWPORT BEACH CAPITAL INVESTORS,  
LTD., A CALIFORNIA LIMITED  
PARTNERSHIP, as Limited Partner

By: NEWPORT BEACH GENERAL  
INVESTORS, A California  
general partnership, as  
General Partner

By: \_\_\_\_\_  
R. L. Barnett, as  
Partner

By: \_\_\_\_\_  
Michael G. Evans, as  
Partner

By: \_\_\_\_\_  
Eldon R. Hugie, as  
Partner

By: *Guy R. McComb*  
Guy R. McComb, as  
Partner

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corporation, as General  
Partner

By: H. Raymond Bingham,  
Senior Vice President

By: NEWPORT BEACH CAPITAL INVESTORS,  
LTD., A CALIFORNIA LIMITED  
PARTNERSHIP, as Limited Partner

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general partnership, as  
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Michael G. Evans, as  
Partner

By: Eldon R. Hugie, as  
Partner

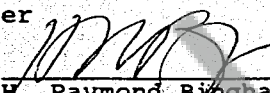
By: Guy R. McComb, as  
Partner



"Red Lion" and "Trustor" under the  
Oregon Deeds of Trust

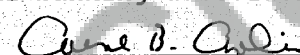
RED LION, A CALIFORNIA LIMITED  
PARTNERSHIP

By: RLA-GP, Inc., a Delaware  
corporation, as General  
Partner

By:   
H. Raymond Bingham  
Senior Vice President

"Beneficiary"

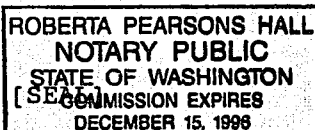
THE FIRST NATIONAL BANK OF CHICAGO, a  
national banking association

By:   
Its: Vice President

WASHINGTON  
 STATE OF ~~CALIFORNIA~~ )  
 ) ss.  
 COUNTY OF CLARK )

On May 10, 1993, before me, Roberta Pearsons Hall, personally appeared H. RAYMOND BINGHAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Roberta Pearsons Hall  
 Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared R. L. BARNETT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

[SEAL]



STATE OF CALIFORNIA       )  
                                   ) ss.  
 COUNTY OF                   )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
 personally appeared H. RAYMOND BINGHAM, personally known to me (or  
 proved to me on the basis of satisfactory evidence) to be the  
 person(s) whose name(s) is/are subscribed to the within instrument  
 and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s) or the entity upon  
 behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

[SEAL]

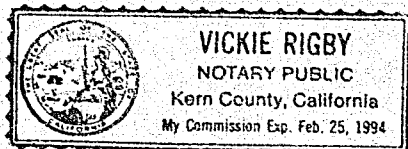
STATE OF CALIFORNIA       )  
                                   ) ss.  
 COUNTY OF KERN                   )

On MAY 11, 1993, before me, VICKIE RIGBY,  
 personally appeared R. L. BARNETT, personally known to me (or  
 proved to me on the basis of satisfactory evidence) to be the  
 person(s) whose name(s) is/are subscribed to the within instrument  
 and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s) or the entity upon  
 behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

VICKIE RIGBY  
 Notary Public

[SEAL]



STATE OF CALIFORNIA )  
COUNTY OF Monterey ) ss.

On May 11, 1993, before me, Rita Sue Merrill,  
personally appeared MICHAEL G. EVANS, personally known to me (or  
~~proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument  
and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~  
signature(s) on the instrument the person(s) or the entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Rita Sue Merrill  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF ) ss.

On \_\_\_\_\_, before me,  
personally appeared ELDON R. HUGIE, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument  
and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~  
signature(s) on the instrument the person(s) or the entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA       )  
                                  ) ss.  
COUNTY OF                   )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared MICHAEL G. EVANS, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

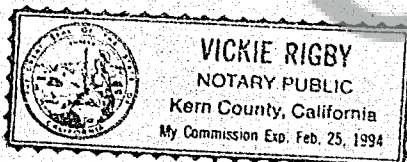
STATE OF CALIFORNIA       )  
                                  ) ss.  
COUNTY OF KERN           )

On May 11 1993, before me, Vickie Rigby,  
personally appeared ELDON R. HUGIE, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

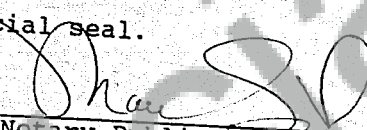


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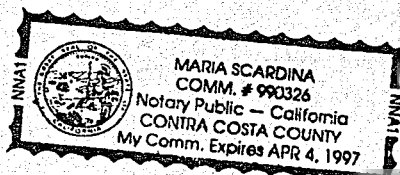
STATE OF CALIFORNIA )  
COUNTY OF *Contra Costa* ) ss.

On 5/11/93, before me, MARIA Scardina, Notary Public, personally appeared GUY R. McCOMB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

[SEAL]





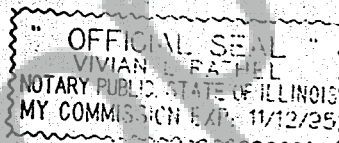
STATE OF ILLINOIS

COUNTY OF COOK

On May 19, 1993, before me, Vivian L. Rathel, personally appeared CAROL B. CONKLIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Vivian L. Rathel  
Notary Public



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 4th day  
of June A.D., 19 93 at 10:25 o'clock A.M. and duly recorded in Vol. M93  
of Mortgages on Page 12859.

FEE \$110.00

Evelyn Biehn - County Clerk

By Ruthie Muckinore