

After recording return to:
The Bank of Toykyo - C/O Don Lloyd
1001 SW Fifth Avenue #2000
Portland, OR 97204-1136

96 MAR 19 P4:00

Vol. MOXO Page 7433

**AMENDMENT TO COMMERCIAL DEED OF TRUST
AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

This Amendment is made and executed by MARK S. HEMSTREET ("Grantor"), for the benefit of KEY BANK OF OREGON, an Oregon banking corporation ("Beneficiary").

RECITALS

Grantor, as grantor and debtor, previously has executed and delivered a Commercial Deed of Trust and Security Agreement with Assignment of Rents dated March 28, 1995, to Ticor Title Insurance Company, Trustee, for the benefit of Beneficiary (the "Deed of Trust"). The Deed of Trust was recorded March 29, 1995, in Volume M95, Page 7448, Microfilm Records of Klamath County, Oregon. Grantor has acquired an additional parcel of land adjacent and contiguous to the Real Property (as defined in the Deed of Trust) and desires to include it in the properties encumbered by the Deed of Trust (the "Premises"), pursuant to the obligations of Grantor under the Deed of Trust.

AGREEMENT

Therefore, in consideration of the Premises, Grantor hereby amends the Deed of Trust as follows (unless otherwise indicated, all capitalized terms used herein shall have the same meanings as are attributed thereto in the Deed of Trust):

The Deed of Trust is hereby amended to include the following described parcel of land as additional collateral secured by Beneficiary's Deed of Trust: Lots 1 and 6 in Block 3 of Tract No. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Additionally, the Improvements situated on such parcel of land, and all Personal Property, Tenant Leases, Income from Operations, Proceeds and other rights appurtenant to such additional property are included in the Premises encumbered by the Deed of Trust to the same extent as would be the case if such additional property had been included in the Premises upon execution of the Deed of Trust (such additional property and the rights appurtenant thereto are hereinafter collectively referred to as the "Additional Property").

To give effect to the purposes of this Amendment, to secure the full and timely payment and performance of the Secured

Obligations and performance and discharge of all obligations of Grantor under the Deed of Trust, Grantor does hereby mortgage, give, grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, hypothecate, deposit, pledge, set over and confirm unto Trustee, and its successors and assigns in trust, forever with power of sale, the Additional Property and all replacements, reversions and remainders of the Additional Property, whether now owned or held or hereafter acquired by Grantor, together with all rights and interests appurtenant to the Additional Property.

No other modification is made or intended to be made to the Deed of Trust and Grantor hereby confirms and reaffirms the Deed of Trust and acknowledges and agrees that the Deed of Trust, as modified hereby, remains in full force and effect and secures payment of the Secured Obligations.

Executed and delivered in multiple counterparts to be effective as of the 8th day of ~~February~~ ^{March}, 1996.

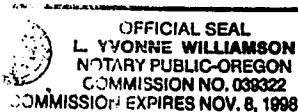
GRANTOR:

Mark S. Hemstreet
Mark S. Hemstreet

STATE OF OREGON)
 Multnomah) ss.
County of Washington)

On this 8 day of ~~February~~ ^{March}, 1996, MARK S. HEMSTREET appeared before me, the undersigned authority, and acknowledged the execution of this instrument.

[Signature]



NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-8-98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 19th day of March A.D., 19 96 at 4:00 o'clock P.M., and duly recorded in Vol. M96 of Mortgages on Page 7433.

FEE \$15.00

By Bernetha G. Letsch, County Clerk