

19107

Vol. m96 Page 16105

[Loan No. 04-978-340418-3]

AFTER RECORDING RETURN TO:

Washington Mutual Bank
1191 Second Avenue, SAS0905
Seattle, Washington 98101

Attention: Joanne R. Parrent

KC 12-49130-D
ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of May 31, 1996 among RICHARD WEISFIELD and EFRAIM WEISFIELD, husband and wife ("Borrower"), GOLD MEDAL LIMITED PARTNERSHIP #111, a California limited partnership ("Gold Medal"), RANDY P. HIGH and KATHY M. HIGH, husband and wife ("High"), and WASHINGTON MUTUAL BANK, a Washington corporation ("Lender").

RECITALS

A. Gold Medal obtained a loan (the "Loan") from Lender in the original principal amount of Eight Hundred Thousand Dollars (\$800,000).

B. The Loan is evidenced by a promissory note in the principal amount of \$800,000 (the "Note") dated January 16, 1996 made by Gold Medal and High in favor of Lender. The Note is secured by a trust deed, security agreement, assignment of leases and rents and fixture filing (the "Trust Deed") dated January 16, 1996 among Gold Medal as grantor, Aspen Title & Escrow, Inc. as trustee and Lender as beneficiary, and recorded on January 22, 1996 in Klamath County, Washington under Recording No. 12238, encumbering real property located in Klamath County, Oregon more particularly described on Exhibit A attached hereto (the "Property"), by a UCC-1 financing statement (the "UCC-1") showing Gold Medal as debtor and Lender as secured party filed concurrently therewith with the Secretary of State of the state of Oregon, and by a UCC-1A financing statement (the "UCC-1A") showing Gold Medal as debtor and Lender as secured party recorded concurrently therewith in Klamath County, Oregon. Gold Medal and High have also executed and delivered to Lender a certificate and indemnity agreement regarding hazardous substances dated as of January 16, 1996 (the "Gold Medal Indemnity Agreement"). The Note, the Trust Deed, the UCC-1, the UCC-1A and all other documents evidencing or securing the Loan are collectively referred to as the "Loan Documents"; provided, however, that the defined term "Loan Documents" shall not include the Gold Medal Indemnity Agreement.

C. Concurrently herewith Gold Medal is selling the Property to Borrower. The Trust Deed provides that the Property may not be sold, transferred or further encumbered without the prior written consent of Lender. Lender has agreed to consent to the transfer of the Property to Borrower in consideration of: (i) the payment by Borrower of an assumption fee in the amount of \$7,976.10, and (ii) the assumption by Borrower of liability to Lender for the repayment of the remaining unpaid balance of the Note and the performance of each and every other obligation contained in the Note and the Trust Deed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Unpaid Principal Balance. The unpaid principal balance of the Note as of the date of this Agreement after the application of the May 1, 1996 monthly payment is Seven Hundred Ninety-seven Thousand Six Hundred Nine and 68/100 Dollars (\$797,609.68), with interest paid through April 30, 1996.

2. Modifications to Trust Deed. The Trust Deed is modified as follows:

2.1 Obligations Secured. Paragraph 3.1 (Performance and Payment) on page 2 of the Trust Deed is modified to read in its entirety as follows:

"3.1 Performance and Payment. The performance of the obligations contained herein and the payment of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) with interest thereon and all other amounts payable according to the terms of a promissory note of even date herewith made by Grantor and Randy High and Kathy High, husband and wife (collectively, "High"), individually, payable to Beneficiary or order, and any and all extensions, renewals, modifications or replacements thereof, whether the same be in greater or lesser amounts (the "Note"), which Note contains provision for a variable rate of interest, and the performance of the obligations contained in the assumption agreement among Grantor, High, Richard Weisfield and Efrat Weisfield, husband and wife (collectively, "Weisfield", and also referred to herein as Grantor) and Beneficiary dated as of May 31, 1996 (the "Assumption Agreement"); and"

2.2 Default. A new paragraph (f) is added to Section 5.1 of the Trust Deed as follows:

"(f) Grantor, High or Weisfield shall default in the performance of any covenant or agreement of Grantor, High or Weisfield contained in the Assumption Agreement."

3. Waiver by Lender. To the extent Lender has, under Paragraph C herein, waived any rights which it may otherwise have under the Note or the Trust Deed to declare the entire unpaid balance of the Note immediately due and payable in the event of a sale, transfer or subsequent encumbrance of the Property, or require an adjustment in the terms of the Loan in connection with such sale, transfer or subsequent encumbrance, such waiver is applicable only to the transfer pursuant to the terms of this Agreement and this Agreement does not in any way constitute a waiver of any rights which Lender may have under the Note or the Trust Deed or under applicable law to declare the unpaid balance of the Note immediately due and payable and/or require adjustments in the terms of the Loan in connection with any subsequent sale or transfer.

4. Cross Default. It shall be a default under the Note and the Trust Deed if Gold Medal, High or Borrower shall default in the performance of any covenant or agreement of this Agreement.

5. Full Force and Effect. Except as herein modified, all the terms, covenants and conditions of the Note and the Loan Documents remain in full force and effect without modification or change. Nothing herein shall be deemed to affect or modify the priority or perfection of the lien of the Trust Deed. All references to the Note and the Loan Documents in any document shall be deemed to mean the Note and the Loan Documents as herein modified.

6. Affirmation of Assumption; Assignment of Leases and Rents; Grant of Security Interest. Each of Borrower hereby covenants and agrees to pay the Note in installments and at the times, in the manner and in all respects as therein provided, and to perform each and every other obligation contained in the Note and the Loan Documents all as though the Note and the Loan Documents had originally been executed by each of Borrower. Each of Borrower acknowledges and confirms that the Property has been or is being acquired by Borrower subject to all liens, charges and encumbrances created by the Loan Documents and that prior to the execution hereof he or she has had an opportunity to examine the terms of the Loan Documents and all other agreements relating thereto. Borrower hereby assigns, transfers and sets over to Lender any and all rights of Borrower in and to all leases, rents, income, receipts, revenues, issues and profits now due or which become due or to which Borrower may now or shall hereafter become entitled or may demand or claim arising from or out of the Property or any part thereof. Each of Borrower, as debtor, grants to Lender, as secured party, a security interest in all personal

property of whatsoever nature that is now or hereafter located on or used or to be used in connection with any of the Property and any proceeds or products thereof, pursuant to the Uniform Commercial Code of the state of Washington, including, without limitation, the property described on Exhibit B attached hereto.

7. Borrower Indemnity Agreement. Concurrently herewith, Borrower has executed and delivered to Lender a certificate and indemnity agreement regarding hazardous substances (the "Borrower Indemnity Agreement").

8. Reaffirmation of Obligations. Each of Gold Medal and High hereby ratifies and reaffirms each and every of his, her or its obligations (the "Reaffirmed Obligations") under (a) the Loan Documents as modified by this Agreement, and (b) the Gold Medal Indemnity Agreement. The Reaffirmed Obligations include but are not limited to the obligation to pay the indebtedness evidenced and/or secured by the Loan Documents, the Gold Medal Indemnity Agreement and this Agreement. Each of Gold Medal and High shall remain fully and unconditionally liable for the Reaffirmed Obligations, as principal and not as a surety or guarantor. Each of Gold Medal, High and Borrower shall be jointly and severally liable for the Reaffirmed Obligations. Without limiting the generality of the foregoing, Lender may in its sole discretion and without notice to or consent of Gold Medal or High, (i) extend the time for payment of any of the Reaffirmed Obligations by Borrower or any other party, (ii) discharge or release any one or more parties from their liability for the Reaffirmed Obligations in whole or in part, (iii) delay any action to collect on the Reaffirmed Obligations or to realize on any collateral therefor, (iv) release or fail to perfect any security interest or lien securing the Reaffirmed Obligations, (v) consent to further transfers of the Property, (vi) waive or release any of Lender's rights under the Loan Documents, the Borrower Indemnity Agreement or this Agreement, or (vii) proceed against Gold Medal or High before, at the same time as or after it proceeds against Borrower for collection of the Reaffirmed Obligations. Each of Gold Medal and High hereby waives all rights of subrogation to Lender's rights against Borrower. No reduction or modification of Borrower's obligations to Lender as a result of any bankruptcy or other insolvency proceedings shall in any way reduce or modify the obligations of either of Gold Medal or High with respect to the Reaffirmed Obligations. The liability of either of Gold Medal or High for the Reaffirmed Obligations shall be discharged only by full and final payment thereof. If any payment of any of the Reaffirmed Obligations is recovered from Lender (in any bankruptcy or insolvency proceeding or otherwise), the liability of either of Gold Medal or High for the Reaffirmed Obligations shall be reinstated to the extent thereof.

9. Encumbrances. Each of Borrower, Gold Medal and High warrants and represents to Lender that the only encumbrances affecting the Property as of the date hereof are those described on Exhibit C attached hereto.

10. Notice. Any notices required to be made to Borrower under the Trust Deed should be made to Borrower at the following address:

Richard Weisfield and Efrat Weisfield
11520 Old Ranch Road
Los Altos Hills, California 94024

11. Expenses. Borrower shall pay all costs and expenses incurred by Lender in connection with the transaction contemplated by this Agreement, including but not limited to Lender's attorneys' fees and the premium for a mortgagee's policy of title insurance insuring the first-lien priority of the Trust Deed as security for the Loan amount.

12. Attorneys' Fees and Legal Expenses. In the event of any default under the Loan Documents, or in the event that any dispute arises relating to the interpretation, enforcement or performance of the Loan Documents, the holder shall be entitled to collect from Borrower, Gold Medal and High on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Borrower, Gold Medal and High shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of Borrower, Gold Medal and High, any guarantor or other party liable for any of the obligations of the Loan Documents or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any property securing the Note; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to the Loan Documents or any security for the Note; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

13. Binding Effect. All agreements, covenants, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

14. Final and Complete Expression. This Agreement, and the various other documents executed in connection herewith, constitute

the final and complete expression of the parties with respect to the transactions contemplated herein and may not be modified, amended, altered or superseded except by an agreement in writing signed by all parties hereto.

15. Captions. The headings to the various sections of this Agreement have been inserted for convenience of reference only and do not modify, amend, alter or supersede the express provisions hereof.

16. No Joint Venture. Nothing contained herein or in any of the Loan Documents shall be construed as creating a partnership or joint venture between or among Borrower and Lender or between Lender and any other party, or cause Lender to be responsible in any way for the debts or obligations of Borrower or any other party, it being the express intent of the parties that the relationship between Borrower and Lender is, and at all times shall remain, that of a borrower and lender.

17. Third-Party Beneficiaries. Nothing contained herein or in any of the Loan Documents shall be construed as creating a third-party beneficiary relationship between Borrower, Lender and any other party.

18. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Further Assurance. Each of Borrower, Gold Medal and High agrees to execute such other instruments and provide Lender with such further assurances as Lender, in its reasonable discretion, deems necessary to protect its security or to more fully carry out the intent and purposes of this Agreement.

20. Conflict Between Documents. In the event of a conflict in the terms and conditions of any of the Loan Documents and this Agreement, the terms and conditions of this Agreement shall prevail.

21. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall collectively constitute one agreement.

22. Time of Essence. Time is of the essence under this Agreement and in the performance of every term, covenant and obligation contained herein.

23. Governing Law. This Agreement is made with reference to and is to be construed in accordance with the laws of the state of Oregon.

DATED as of the day and year first above written.

UNDER OREGON L.W. MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY WASHINGTON MUTUAL BANK 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 WASHINGTON MUTUAL BANK TO BE ENFORCEABLE.

LENDER:

WASHINGTON MUTUAL BANK, a Washington corporation

By _____
Its _____

BORROWER:

RICHARD WEISFIELD

EFRAIM WEISFIELD

HIGH:

GOLD MEDAL LIMITED PARTNERSHIP #1111,
a California limited partnership

By _____

Randy P. High, Individually,
and as its General Partner

By _____

Kathy M. High, Individually,
and as its General Partner

By Randy P. High
Her Attorney - In-Fact

* See Attached Agreement

23. Governing Law. This Agreement is made with reference to and is to be construed in accordance with the laws of the state of Oregon.

DATED as of the day and year first above written.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY WASHINGTON MUTUAL BANK 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 WASHINGTON MUTUAL BANK TO BE ENFORCEABLE.

LENDER:

WASHINGTON MUTUAL BANK, a Washington corporation

By _____
Its _____

BORROWER:

Joanne Parrent
officer

X *Richard Weisfield*

RICHARD WEISFIELD

X *Effat Weisfield*

EFFAT WEISFIELD

HIGH:

GOLD MEDAL LIMITED PARTNERSHIP #III,
a California limited partnership

By _____

Randy P. High, Individually,
and as its General Partner

By _____

Kathy M. High, Individually,
and as its General Partner

STATE OF California ,
COUNTY OF Santa Clara ss.

I certify that I know or have satisfactory evidence that RICHARD WEISFIELD is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30 day of MAY, 1996.

Joan Sorci

(Signature of Notary)

JOAN SORCI

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Cal, residing at Mt. View

My appointment expires 10-18-98



STATE OF Calif. ,
COUNTY OF Santa Clara ss.

I certify that I know or have satisfactory evidence that EFRAT WEISFIELD is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30 day of MAY, 1996.

Joan Sorci

(Signature of Notary)

JOAN SORCI

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Cal., residing at Mt. View

My appointment expires 10-18-98





STATE OF CALIFORNIA
COUNTY OF Stanislaus

} ss.

On May 30, 1996, before me, the undersigned,
personally appeared Randy P. High, for himself and as attorney in fact for
Kathy M. High, 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.

Signature *Randy P. High*



(This area for official notarial seal)

Title of Document _____

Date of Document _____

No. of Pages _____

Other signatures not acknowledged _____

STATE OF Ca.)
) ss.
 COUNTY OF Stanislaus)

I certify that I know or have satisfactory evidence that RANDY P. HIGH is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it individually and as a general partner of GOLD MEDAL LIMITED PARTNERSHIP #III, a limited partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this 30th day of May, 1996.

Lana Daily
 (Signature of Notary)



LANA DAILY
 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
CA., residing at Modesto, Ca.

My appointment expires Nov. 4, 1996

STATE OF WASHINGTON)

COUNTY OF KING)

) ss.

I certify that I know or have satisfactory evidence that JOANNE R. PARRENT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the officer of WASHINGTON MUTUAL BANK, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 27th day of May, 1996.

Frances Oldham Murphy
(Signature of Notary)

FRANCES OLDHAM MURPHY

(Legally Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at Seattle, WA

My appointment expires 6/9/99

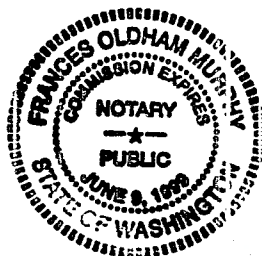


EXHIBIT A

The land is located in the county of Klamath, state of Oregon, and is described as follows:

PARCEL 1:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South to the Southeast corner of the N $\frac{1}{4}$ N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11; thence continuing South 150 feet; thence West 30 feet to the Westerly right of way line of Homedale Road, to the true point of beginning; thence West 534 feet; thence North 150 feet; thence West 756 feet more or less to the Westerly line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 358 feet more or less to a well established fence line; thence East 756 feet more or less, along said fence line to the Southwest corner of that property described in Deed Volume 162 page 35, Deed records of Klamath County, Oregon; thence North 120 feet; thence East 534 feet more or less to the Westerly right of way line of Homedale Road; thence North 88 feet, more or less to the point of beginning.

Account No. 3909-11DB-230.

PARCEL 2:

The West 324 feet of the following described real property:

Beginning at the Northeast corner of the S $\frac{1}{4}$ N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, running thence West a distance of 564 feet; thence South 150 feet; thence East 564 feet; thence North 150 feet to the point of beginning. SAVING AND EXCEPTING a strip of land 30 feet wide along the East side, being a portion of Homedale Road.

Account No. 3909-11DB-300.

PARCEL 3:

Beginning at the Northeast corner of the S $\frac{1}{4}$ N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian; thence South along the center line of Homedale Road 238 feet; thence West 30 feet to a point on the Westerly right of way line of Homedale Road to the true point of beginning; thence West 534 feet to a point; thence South to the North line of that tract of land described in Deed Volume 267 at page 496 Deed records of Klamath County, Oregon; thence Easterly along the Northerly line of said Deed Volume 267 at page 496 and also along the North line of that tract described in Volume M67 page 7962, Microfilm Records of Klamath County, Oregon, to the Westerly right of way line of Homedale Road; thence North in the point of beginning.

Account No. 3909-11DB-500

EXHIBIT B

All facilities, fixtures, machinery, apparatus, installations, goods, furniture, equipment, inventory and other properties (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves and other appliances, attached cabinets, partitions, rugs, carpets and draperies, all building materials and supplies, and all building materials and all construction forms, tools and equipment) now or hereafter located in or used or procured for use in connection with the property described on Exhibit A (the "Property"), together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the construction of the existing or any future improvements on the Property, and any and all rights of Borrower in, to or under any architects' contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software and other intellectual property used by Borrower in connection with the Property, together with any and all rights of Borrower without limitation to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, royalties and profits, including mineral, oil and gas rights and profits, insurance proceeds, condemnation awards and other moneys payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the Property, and together with any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property; and all books and records of Debtor relating to the foregoing in any form and all computer software necessary or useful to reading such books and records.

EXHIBIT B

EXHIBIT C

The property described on Exhibit A is subject to the following encumbrances:

1. Rules, regulations and assessments of South Suburban Sanitary District.
2. Said property is within the boundaries of Klamath Irrigation District and is subject to regulations, contracts, easements, water and irrigation rights in connection therewith. By Agreement dated July 13, 1995, recorded July 28, 1995, in Volume M95 pages 19717, 19723 and 19729, Deed records of Klamath County, Oregon said property was excluded from payment of any assessments of said district.
3. Easement, including the terms and provisions thereof, from C. B. Forney and Alene Forney, to Frank H. Brown and Sheridan L. Scott, dated January 14, 1980, recorded January 15, 1980, in Volume M80 page 829, Deed records of Klamath County, Oregon.
4. Right-of-Way Easement, including the terms and provisions thereof, from Sheridan Scott and Frank H. Brown, to Pacific Power & Light Company, a corporation, dated January 21, 1980, recorded January 22, 1980, in Volume M80 page 1697, Deed records of Klamath County, Oregon.
5. Right of Way Easement, including the terms and provisions thereof, from Frank H. Brown and Sheridan L. Scott, to CP National Corporation, dated April 7, 1980, recorded April 14, 1980, in Volume M80 page 6968, Deed records of Klamath County, Oregon.
6. Right-of-Way Easement, including the terms and provisions thereof, from Frank H. Brown and Sheridan Scott, to Pacific Power & Light Company, a corporation, dated July 8, 1980, recorded October 8, 1980, in Volume M80 page 19514, Deed records of Klamath County, Oregon.
7. Right-of-Way Easement, including the terms and provisions thereof, from Sheridan Scott and Frank H. Brown, to Pacific Power & Light Company, a corporation, dated May 18, 1981, recorded May 22, 1981, in Volume M81 page 9097, Deed records of Klamath County, Oregon.
8. Annexation Agreement, including the terms and provisions thereof, by and between the City of Klamath Falls, and Homedale Mobile Home Park: Frank Brown and Sheridan Scott, dated October 29, 1981, recorded May 29, 1980, in Volume M80 page 9516, Deed records of Klamath County, Oregon.
9. Right of Way Easement, including the terms and provisions thereof, from Frank H. Brown and Sheridan L. Scott, to CP National Corporation, dated July 23, 1981, recorded July 31, 1981, in Volume M81 page 13654, Deed records of Klamath County, Oregon.
10. Right-of-Way Easement, including the terms and provisions thereof, from Sheridan Scott and Frank H. Brown, to Pacific Power & Light Company, dated June 16, 1982, recorded July 8, 1982, in Volume M82 page 8566, Deed records of Klamath County, Oregon.
11. Trust Deed, Security Agreement, Assignment of Leases and Rents and Fixture Filing including the terms and provisions thereof, executed by Gold Medal Limited Partnership #111, a California limited partnership, as grantor, to Aspen Title & Escrow, Inc., an Oregon corporation, as trustee, for Washington Mutual Bank, a Washington corporation, dated January 16, 1996, recorded January 22, 1996, in Volume M96 page 1821, Mortgage records of Klamath County, Oregon, to secure the payment of \$800,000.00.
12. Financing Statement, indicating a security agreement, given by Gold Medal Limited Partnership #111, a California corporation, as debtor, to Washington Mutual Bank, as secured party, recorded January 22, 1996, in Volume M96 page 1839, Mortgage records of Klamath County, Oregon.

EXHIBIT C

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of Klamath County Title the 3rd day
of June A.D., 1996 at 2:32 o'clock PM., and duly recorded in Vol. M96
of Mortgages on Page 16105.

FEE \$80.00

By Bernetha G. Letsch, County Clerk