

RECORDATION REQUESTED BY:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

Vol M99 Page 50195

1999 DEC 22 AM 11:39

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Crown Ridge One of Klamath, LLC
16799 Hwy 66
Ashland, OR 97520

AMERITITLE, has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 19, 1999, BETWEEN Crown Ridge One of Klamath, LLC, Crown Ridge One of Klamath L L C (referred to below as "Grantor"), whose address is 16799 Hwy 66, Ashland, OR 97520; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 28, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded on September 28, 1998 at the Klamath County Clerk's Office, Volume M98 at page 35116

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

See attached Exhibit "A" and by this reference incorporated herein

The Real Property or its address is commonly known as 16799 Hwy 66, Ashland, OR 97520. The Real Property tax identification number is 3809-20DA-200 thru 500 and 1200 thru 1600.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Extend the Maturity date to November 10, 2004

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Crown Ridge One of Klamath, LLC

By: Donald E Rowlett
Donald E Rowlett, Manager

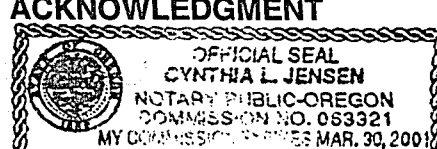
LENDER:

South Valley Bank & Trust

By: [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) SS

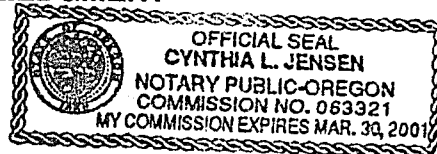


On this 19th day of October, 1999, before me, the undersigned Notary Public, personally appeared Donald E Rowlett, Member of Crown Ridge One of Klamath, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Cynthia L Jensen Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 3/30/2001

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) SS



On this 19th day of October, 1999, before me, the undersigned Notary Public, personally appeared Kathy Glick and known to me to be the VP/mgr, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Cynthia L. Jensen Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 3/30/2001

Exhibit "A"

35122

Page 1

50197

A parcel of land situated in the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

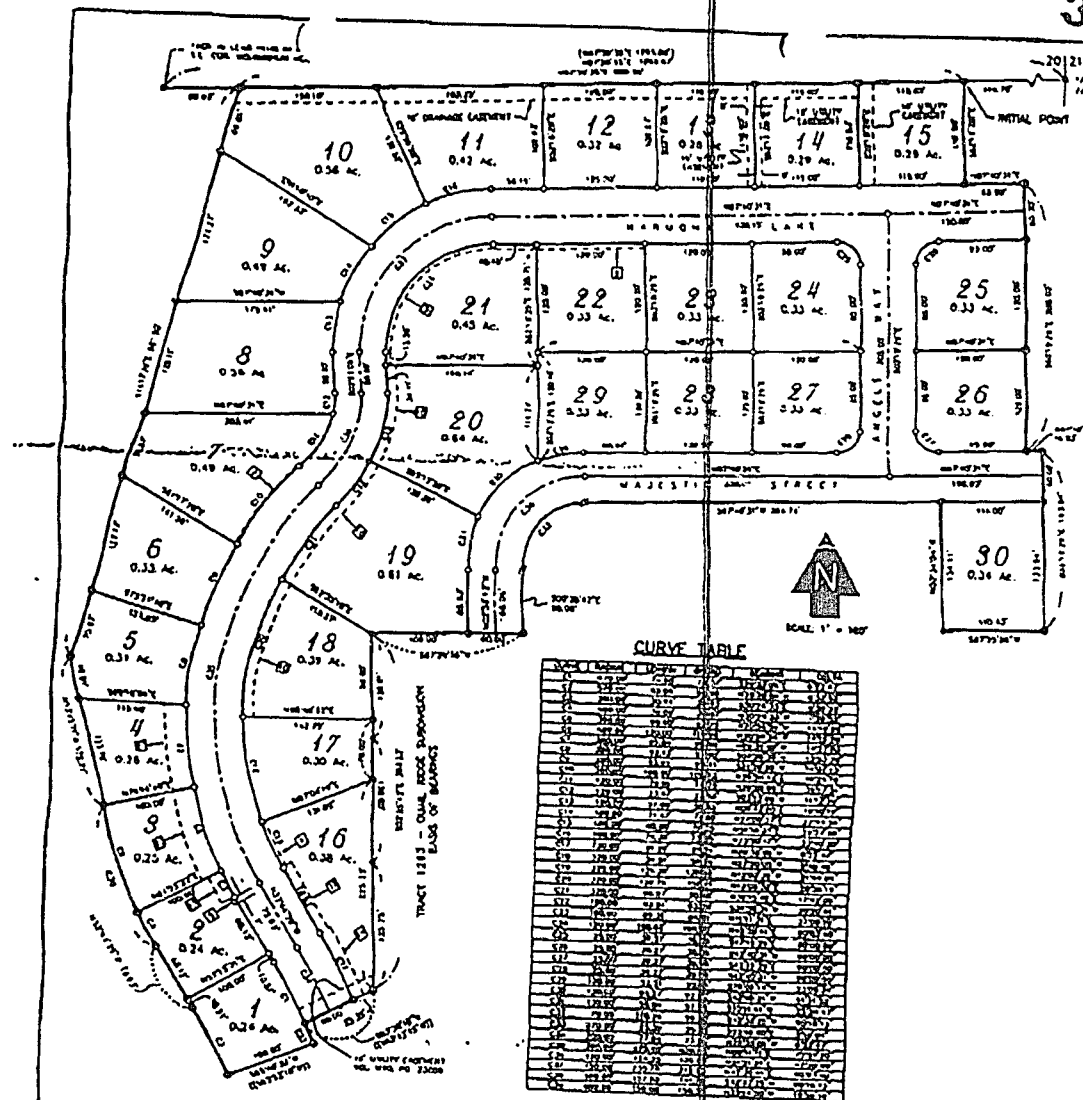
Beginning at the initial point on the North line of the SE $\frac{1}{4}$ of Section 20, said Township and Range, from which the $\frac{1}{4}$ corner common to Sections 20 and 21, said Township and Range bears N. $87^{\circ}39'35''$ E. 414.70 feet; thence S. $02^{\circ}19'29''$ E. 110.06 feet; thence North $87^{\circ}40'31''$ East 65.00 feet; thence S. $02^{\circ}19'29''$ E. 300.00 feet; thence North $87^{\circ}40'31''$ E. 16.83 feet; thence S. $02^{\circ}19'29''$ East 193.94 feet to the North line of "Tract 1263 - Quail Ridge Subdivision"; thence along said North line S. $87^{\circ}25'56''$ W. 110.43 feet; thence leaving said North line N. $02^{\circ}34'04''$ West 134.41 feet; thence S. $87^{\circ}40'31''$ West 394.74 feet; thence along the arc of a 70.00 foot radius curve to the left 10.29 feet, the long chord of which bears S. $42^{\circ}32'25''$ W. 99.23 feet (Delta Angle = $90^{\circ}16'13''$); thence S. $02^{\circ}35'42''$ East 66.06 feet to the North line of said "Tract 1263 - Quail Ridge Subdivision"; thence along said North line South $87^{\circ}25'56''$ West 169.00 feet to the Northwest corner of Lot 3, Block 1 of said "Tract 1263 - Quail Ridge Subdivision"; thence along the West line of said Tract 1263 - Quail Ridge Subdivision S. $02^{\circ}35'42''$ E. 393.23 feet to a point on the Northerly line of Lot 37 Block 5, "Tract 1045 - Nob Hill Replat"; thence along said Northerly line and the extension thereof, S. $63^{\circ}38'18''$ W. 81.35 feet to a point on the Westerly right of way line of Ridge Crest Drive; thence along the westerly right of way line of said Ridge Crest Drive, along the arc of a 670.00 foot radius curve to the right 15.35 feet, the Long Chord of which bears S. $25^{\circ}42'19''$ E. 15.35 feet (Delta Angle = $178^{\circ}46''$); thence S. $65^{\circ}48'22''$ W. 100.01 feet; thence along the arc of a 570.00 foot radius curve to the left 75.03 feet, the long chord of which bears N. $28^{\circ}58'13''$ W. 74.98 feet (Delta Angle = $7^{\circ}32'33''$); thence N. $32^{\circ}44'29''$ W. 78.63 feet; thence along the arc of a 480.00 foot radius curve to the right 159.08 feet, the long chord of which bears North $23^{\circ}14'50''$ W. 158.35 feet (Delta Angle = $18^{\circ}59'18''$); thence N. $13^{\circ}45'11''$ W. 172.71 feet; thence N. $14^{\circ}17'26''$ E. 661.90 feet to the North line of the SE $\frac{1}{4}$ Section 20, said Township and Range; thence along said North line N. $87^{\circ}39'35''$ E. 800.35 feet to the point of beginning

Page 2

Exhibit "A"

35123

50198



State of Oregon, County of Klamath
 Recorded 12/22/99, at 11:39 a.m.
 In Vol. M99 Page 50195
 Linda Smith,
 County Clerk Fee \$ 25.00