

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

2002 FEB -3 AM 11:31

U.S. BANK NATIONAL ASSOCIATION
1420 Fifth Avenue, 10th Floor
Post Office Box 720
Seattle, Washington 98111-0720
Attention: Donald Henry

AMERITITLE, has recorded this
instrument by request of an accommodation party,
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.

MTC 1396-1583
**FIRST AMENDMENT TO DEED OF TRUST
SECURITY AGREEMENT, ASSIGNMENT OF LEASES
AND RENTS, AND FIXTURE FILING**

That certain deed of trust, security agreement, assignment of leases and rents, and fixture filing described below ("Deed of Trust") is hereby amended as set forth herein (capitalized terms used herein without definition shall have the meaning set forth in the Deed of Trust):

Grantor: THE PENINSULA GROUP LLC, a Washington limited liability company, formerly known as Columbus Properties L.L.C.

Trustee: OREGON TITLE INSURANCE COMPANY

Beneficiary: U. S. BANK NATIONAL ASSOCIATION

Legal Description: The property encumbered by the Deed of Trust is located in Jackson, Deschutes, Benton, Josephine, Klamath, Multnomah, Douglas, Marion, and Washington Counties, Oregon, and is described on EXHIBIT A attached hereto.

Recording Nos.:	Jackson County	No. 99-16971
	Deschutes County	No. 99-16103-1
	Benton County	No. M264445-99
	Josephine County	No. 99-7391
	Klamath County	Vol M 99 Page 11753
	Multnomah County	No. 99066047
	Douglas County	Book 1608 Page 372;
		Nos. 99-08876, 99-08877, 99-08878

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 1
7/21/99

131.60
M

Marion County
Washington County

Reel 1584 Page 302
No. 99039462

1. In order to spread the lien of the Deed of Trust to cover the real property described on EXHIBIT B attached hereto, together with any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings, which are herein collectively called the "Additional Land", Grantor does hereby irrevocably transfer, assign, grant and convey to Trustee in trust, for the benefit and security of Beneficiary, with power of sale and right of entry and possession and grants a security interest in, all of Grantor's right, title, and interest; whether now owned or hereafter acquired, in and to the following:

- (a) The Additional Land;
- (b) All interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Additional Land;
- (c) All easements, rights-of-way and rights used in connection therewith or as a means of access to the Additional Land, and all tenements, hereditaments and appurtenances of and to the Additional Land, and all water rights and shares of stock evidencing the same;
- (d) All right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Additional Land; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Additional Land;
- (e) All right, title and interest of Grantor in and to all tangible Personal Property now or hereafter owned by Grantor and now or at any time hereafter located on or at the Additional Land or used in connection therewith;
- (f) All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Additional Land, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Additional Land, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

(g) Any and all existing and future Leases upon all or relating to any part of the Additional Land;

(h) Any and all Cash Collateral arising out of or relating to the operation of the Additional Land and any business operated therein by Grantor; and

(i) All additions, accessions, replacements, substitutions, proceeds and products of the property described herein.

2. Grantor agrees that the Deed of Trust is hereby modified to reflect that all references to the "Property" in the Deed of Trust shall include the Additional Land.

3. Grantor represents and warrants that (a) the Additional Land is not used principally for farming or agricultural purposes and (b) the Deed of Trust, as amended herein, is not and will at all times continue not to be a residential trust deed (as that term is defined in ORS 86.705(3)).

4. Beneficiary hereby releases the lien of the Deed of Trust with respect to the real property described on EXHIBIT C attached hereto ("Released Land") and agrees to cause the Released Land to be reconveyed to the party entitled thereto.

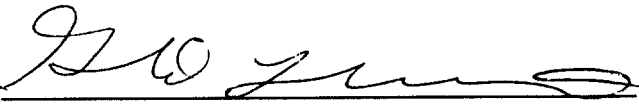
5. The legal description of the Property set forth on EXHIBIT A of the Deed of Trust and in all the other Loan Documents is hereby modified to reflect that the lien of the Deed of Trust is spread to the Additional Land and released from the Released Land.

6. Except as specifically provided for herein, all of the terms and conditions of the Deed of Trust shall remain in full force and effect without change in priority.

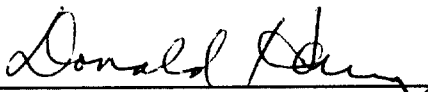
7. As used herein, capitalized terms shall have the meanings given to them in the Deed of Trust, except as otherwise defined herein, or as the context otherwise requires.

IN WITNESS WHEREOF, Grantor and Beneficiary have caused this first amendment to deed of trust to be duly executed by the respective duly authorized signatories on October 6, 1999.

THE PENINSULA GROUP LLC,
a Washington limited liability company,
formerly known as Columbus Properties L.L.C.

By 
Gerald L. Whitcomb, Manager

U. S. BANK NATIONAL ASSOCIATION

By: 
Donald Henry, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

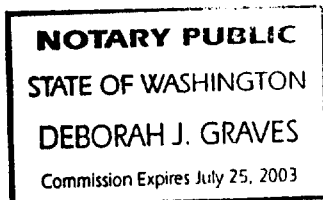
On this 6th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerald L. Whitcomb, to me known to be the person who signed as Manager of THE PENINSULA GROUP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said Manager of the limited liability company, that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the
day and year first above written.

Reborah Graves
(Signature of Notary)

DEBORAH J. GRAVES
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma WA
My appointment expires: 7/29/2003



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 3rd day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD HENRY, to me known to be the person who signed as Vice President of U. S. Bank National Association, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the national banking association and that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the
day and year first above written.

M. Pildner

(Signature of Notary)

Mark Pilder

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 12/08/02

EXHIBIT A
to First Amendment to Deed of Trust

LEGAL DESCRIPTION OF THE PROPERTY
ENCUMBERED BY THE DEED OF TRUST

Commencing at the Quarter corner common to Sections 11 and 14 in Township 39 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon, thence South 00°02'32" West 53.79 feet, along the north and south centerline of said Section 14, to intersect the south right-of-way line of Green Springs Highway for the true point of beginning; thence continue, along the north and south centerline of said Section 14 and the westerly right-of-way line of Washington Street (formerly Clover Lane), South 00°02'32" West 608.18 feet to a 5/8" iron pin marking the southeast corner of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of said Section 14; thence North 89°52'02" West 99.00 feet; thence North 05°39'07" West 616.08 feet to intersect the south right-of-way line of Green Springs Highway; thence, along said right-of-way line, North 52°45'18" East 8.57 feet; thence South 89°52'39" East 143.32 feet; thence South 44°52'39" East 14.13 feet to the true point of beginning.

ASHLAND, JACKSON CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 7
7/21/99

A parcel of land which is a portion of Tract 2 and 3 of VAN MATRE'S SUBDIVISION of Tract 24 of REED HIGHWAY ACREAGE, Section Two (2), a recorded subdivision located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Eight (8), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a point on the West boundary of said Tract 2, VAN MATRE'S SUBDIVISION, with said point being located South 221.97 feet from the Northwest corner of Tract 1 of said VAN MATRE'S SUBDIVISION; thence East, 230.63 feet; thence South 01° 48' 11" West, 23.00 feet; thence South 56° 56' 52" East, 218.65 feet to the Westerly right of way of U.S. Highway 97; thence along said right of way along the arc of a spiral curve right, of which the centerline data is-500'sp., South 12° 30', a-1.0, and of which the chord bears South 34° 52' 22" West, 14.32 feet; thence West, 6.07 feet; thence along the arc of a spiral curve right, of which the centerline data is-500'sp., South 12° 30', a-1.0, and of which the chord bears South 35° 32' 32" West, 149.61 feet; thence South 35° 56' 08" West, 6.92 feet; thence leaving said right of way North 56° 56' 52" West, 367.33 feet to the West boundary of the aforementioned Tract 2, VAN MATRE'S SUBDIVISION; thence along said West boundary North 80.99 feet to the Point of Beginning.

BEND, DESCHUTES CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 8
7/21/99

PARCEL I:

All of vacated Block 3, DIXON'S ADDITION, in the City of Corvallis, County of Benton, State of Oregon.

TOGETHER WITH, that portion of the North-South alley through said Block 3, which inured thereto by virtue of Vacation Ordinance No. 77-80 of the City of Corvallis, a copy of which was recorded September 23, 1977 as M-85451, Microfilm Records of Benton County, Oregon.

EXCEPTING THEREFROM, that portion conveyed to the State of Oregon, by and through its State Highway Commission by Warranty Deed recorded October 2, 1963 in Book 188, page 398, Deed Records of Benton County, Oregon.

FURTHER EXCEPTING, that portion conveyed to the State of Oregon, by and through its State Highway Commission by Warranty Deed recorded October 2, 1963 in Book 188, page 406, Deed Records of Benton County, Oregon.

FURTHER EXCEPTING, that portion acquired by Final Judgment of Condemnation filed December 30, 1953 in Case No. 15508 of the Circuit Court for Benton County, Oregon.

PARCEL II:

A parcel of land lying in Lots 5 and 6, Block 3, DIXON'S ADDITION to Corvallis, situated in Section 35, Township 11 South, Range 5 West of the Willamette Meridian, Benton County, Oregon, and being a portion of that property conveyed by that deed to J.A. Gallagher, recorded in Book, 65, page 131, of Benton County Records of Deeds, the said parcel being that portion of said property included in a strip of land 50 feet in width, lying on the Westerly side of the center line of the Pacific Highway West (North First Street Connection) as said highway has been located, which center line is described as follows:

Beginning at Engineer's center line Station 6+10.03, said Station being 191.74 feet South and 202.20 feet East of the Northwest corner of Block 3 of said Dixon's Addition to Corvallis; thence on a 1909.86 foot radius curve left (the long chord of which bears North 14°29' East) 166.67 feet to Engineer's Station 7+76.70. The Southerly line of said property (if produced) intersecting said center line approximately at Station 6+42, and the Northerly line of said property (if produced) intersecting the center line approximately at Station 7+20.

PARCEL III

TRACT A:

A parcel of land lying in Lot 7, Block 3, DIXON'S ADDITION to the City of Corvallis, Benton County, Oregon, the said parcel being described as follows: Beginning on the Easterly line of said Lot 7 at a point which is 25 feet Northerly of (when measured along said Easterly line) the Southeast corner of said Lot 7; thence Southerly along said Easterly line 25 feet to the Southeast corner of said Lot 7; thence Westerly along the Southerly line of said Lot 7 a distance of 30 feet; thence Northerly at right angles to the Southerly line of said Lot 7 a distance of 15 feet; thence Northeasterly in a straight line to the place of beginning.

(CONT.)

CORVALLIS, BENTON CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 9
7/21/99

TRACT B:

A parcel of land lying in Lot 1, Block 3, DIXON'S ADDITION to the City of Corvallis, Benton County, Oregon, the said parcel being described as follows: Beginning on the Westerly line of said Lot 1 at a point which is 25 feet Northerly of (when measured along said Westerly line) the Southwest corner of said Lot 1; thence Southerly along said Westerly line 25 feet to the Southwest corner of said Lot 1; thence Easterly along the Southerly line of said Lot 1 a distance of 30 feet; thence Northerly at right angles to the Southerly line of said Lot 1 a distance of 15 feet; thence Northwesterly in a straight line to the point of beginning.

TOGETHER WITH TRACTS A AND B, that portion of the North-South alley through said Block 3, which inured thereto by virtue of Vacation Ordinance No. 77-80 of the City of Corvallis, a copy of which was recorded September 23, 1977 as M-85451, Microfilm Records of Benton County, Oregon.

CORVALLIS, BENTON CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 10
7/21/99

A parcel of land in the Northeast quarter of the Northwest quarter of Section 8, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of the Northwest quarter of said Section 8; thence along the East line of the Northeast quarter of the Northwest quarter of said Section 8, South 0° 12' 59" East 460.72 feet to a 5/8 inch iron rod; thence South 89° 59' 32" West 251.00 feet to a 5/8 inch iron rod and the true point of beginning; thence continue South 89° 59' 32" West 511.46 feet to a 5/8 inch iron rod on the Easterly right of way line of North 7th Street; thence along said right of way North 0° 19' 00" West 198.61 feet to a 5/8 inch iron rod; thence North 89° 19' 15" East 511.85 feet to a 5/8 inch iron rod; thence South 0° 12' 29" East 204.61 feet to the true point of beginning. LESS AND EXCEPT the South 5 feet thereof.

TOGETHER WITH an easement for ingress and egress as described in that certain Reciprocal Easement Agreement dated November 7, 1979, recorded November 12, 1979 in Book 1, Page 923, and re-recorded July 19, 1985 as Document No. 85-08400.

GRANTS PASS, JOSEPHINE CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 11
7/21/99

PARCEL 1:

Beginning at an iron pin on the North line of Byrd Avenue of CHELSEA ADDITION, a subdivision of Klamath County, State of Oregon, which iron pin is at a point South 0° 06' West along the East section line of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, a distance of 688.5 feet and North 89° 49' West along the North line of Byrd Avenue a distance of 444.4 feet from the iron axle (with Ball Race) which marks the Northeast corner of said Section 19; thence running North 89° 49' West along the North line of Byrd Avenue a distance of 77.2 feet to an iron pin which lies on the Northeasterly right of way line of State Highway No. 97, 95 feet at right angles from the Northeasterly leg of same; thence North 38° 52' West along the Northeasterly right of way line of State Highway No. 97 (NOTE: The State Highway bearing of this line shows North 89° 07' 1/2' West) a distance of 130.55 feet to a point; thence North 51° 08' East at right angles a distance of 192.77 feet to an iron pin; thence South 38° 52' East 15 feet to an iron pin; thence South 0° 06' West parallel to the Section line a distance of 211.1 feet, more or less, to the point of beginning, in the Northeast one-quarter of the Northeast one-quarter of Section 19.

PARCEL 2:

A parcel of land lying in the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point in the North line of Byrd Street of CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS; said point being 688.5 feet South and 234.3 feet West from the Northeast corner of said Section 19; thence North 89° 49' West along the North line of said Byrd Street a distance of 208.71 feet; thence North 0° 11' East a distance of 208.71 feet; thence South 89° 49' East a distance of 208.71 feet; thence South 0° 11' West a distance of 208.71 feet to the point of beginning.

PARCEL 3:

That portion of Block 2 of CHELSEA ADDITION TO KLAMATH FALLS, Klamath County, Oregon, lying Easterly of the East right of way line of Highway 97, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

TOGETHER WITH those portions of Chelsea Street, Byrd Avenue and Quarry Street adjacent to Block Two as described in Vacation recorded March 17, 1993 in Volume M93, Page 5572, records of Klamath County, Oregon.

(CONT.)

KLAMATH FALLS, KLAMATH CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 12
7/21/99

PARCEL 4:

A portion of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

The Westerly 30 feet of the following described parcel:

Beginning at the Section corner common to Sections 17, 18, 19 and 20, said Township and Range; thence South 0° 06' West along the East line of said Section 19, a distance of 388.5 feet to a point; thence North 89° 49' West a distance of 174.2 feet to a point; thence South 0° 06' West a distance of 89 feet to the True Point of Beginning of this description; thence continuing South 0° 06' West, a distance of 211 feet to a point on the North line of Byrd Avenue; thence West along said North line, a distance of 60 feet to a point; thence North 0° 06' East, a distance of 211 feet to a point; thence South 89° 49' East, 60 feet to the point of beginning.

KLAMATH FALLS, KLAMATH CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 13
7/21/99

PARCEL I:

Lots 1 and 2, Block 112, according to the duly filed plat of PARKROSE, in the City of Portland, filed June 30, 1920, in Plat Book 804, Page 33, Records of the County of Multnomah and State of Oregon, EXCEPT that portion taken in Condemnation Suit No. 371979 and conveyed by Warranty Deed, recorded January 14, 1978 in Book 1235, Page 2017, Deed Records, and by Correction Warranty Deed recorded October 5, 1978 in Book 1299, Page 1980, Deed Records.

PARCEL II:

The West 200 feet of the East 400 feet of Lots 3 and 4, Block 112, according to the duly filed plat of PARKROSE, in the City of Portland, filed June 30, 1920, in Plat Book 804, Page 33, Records of the County of Multnomah and State of Oregon, EXCEPTING from said Lot 4 the South 10 feet conveyed to the State of Oregon by and through its Department of Transportation, Highway Division, by Warranty Deed, recorded January 5, 1978 in Book 1232, Page 1308 and re-recorded January 17, 1978 in Book 1235, Page 556, Multnomah County Deed of Records.

PARCEL III:

An easement for ingress/egress over the Northerly 12 feet of the following described property:

The East 200 feet of Lots 3 and 4, Block 112, according to the duly filed plat of PARKROSE, in the City of Portland, filed June 30, 1920, in Plat Book 804, Page 33, Records of the County of Multnomah and State of Oregon, EXCEPTING THEREFROM the West 100 feet of the East 200 feet of the South 150 feet of said Lot 4 and FURTHER EXCEPTING THEREFROM the Southerly 10 feet of said tract which adjoins Holman Street.

PORTLAND, MULTNOMAH CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 14
7/21/99

Parcel 2, of PARTITION PLAT NO. 1994-38, filed October 18, 1994, being a portion of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-nine (29), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County Oregon.

REDMOND, DESCHUTES CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 15
7/21/99

A PARCEL OF LAND, BEING PORTIONS OF PARCELS 1 AND 3 OF A MAJOR LAND PARTITION RECORDED IN BOOK 8, PAGE 129 A & B AS INSTRUMENT NO. 84-12098 OF THE LAND PARTITION RECORDS OF DOUGLAS COUNTY, OREGON, AND A PORTION OF PARCEL 3 IN THAT DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, RECORDED IN INSTRUMENT NO. 93-03888 OF THE RECORDS OF SAID DOUGLAS COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY LINE OF BOWER STREET, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 1, FROM WHICH THE SOUTHEAST CORNER OF SECTION 1 TOWNSHIP 27 SOUTH, RANGE 6 WEST W.M., BEARS SOUTH 47 DEGREES 31 MINUTES 27 SECONDS EAST 3318.87 FEET;
 THENCE NORTH 87 DEGREES 58 MINUTES 00 SECONDS WEST A DISTANCE OF 189.62 FEET TO A 5/8 INCH IRON ROD;
 THENCE SOUTH 01 DEGREE 58 MINUTES 32 SECONDS WEST A DISTANCE OF 54.28 FEET TO A 5/8 INCH IRON ROD, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED:

THENCE SOUTH 01 DEGREE 58 MINUTES 32 SECONDS WEST A DISTANCE OF 93.12 FEET TO A 5/8 INCH IRON ROD;
 THENCE SOUTH 45 DEGREES 01 MINUTES 28 SECONDS EAST A DISTANCE 31.76 FEET TO A 5/8 INCH IRON ROD;
 THENCE SOUTH 01 DEGREE 58 MINUTES 32 SECONDS WEST A DISTANCE OF 138.59 FEET TO A 5/8 INCH IRON ROD ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDENBOWER BOULEVARD AS DESCRIBED IN INSTRUMENT NO. 92-16068 OF THE RECORDS OF DOUGLAS COUNTY, OREGON;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1302.84 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS SOUTH 74 DEGREES 42 MINUTES 59 SECONDS WEST 54.17 FEET) A DISTANCE OF 54.18 FEET TO A 5/8 INCH IRON ROD;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 1592.39 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS SOUTH 72 DEGREES 10 MINUTES 08 SECONDS WEST 75.39 FEET) A DISTANCE OF 75.39 FEET TO A 5/8 INCH IRON ROD;
 THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1806.38 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS SOUTH 69 DEGREES 32 MINUTES 21 SECONDS WEST 80.29 FEET) A DISTANCE OF 80.29 FEET TO A 5/8 INCH IRON ROD;
 THENCE NORTH 87 DEGREES 34 MINUTES 27 SECONDS WEST A DISTANCE OF 14.45 FEET TO A 5/8 INCH IRON ROD;
 THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS WEST A DISTANCE OF 37.84 FEET TO A 5/8 INCH IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 5, AS DESCRIBED IN INSTRUMENT NO. 92-16068 OF THE RECORDS OF DOUGLAS COUNTY, OREGON;
 THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 34 DEGREES 04 MINUTES 51 SECONDS WEST 49.68 FEET) A DISTANCE OF 49.69 FEET TO A 5/8 INCH IRON ROD;
 THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1189.44 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 32 DEGREES 16 MINUTES 51 SECONDS WEST 45.17 FEET) A DISTANCE OF 45.18 FEET TO A 5/8 INCH IRON ROD;

THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 825.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 29 DEGREES 29 MINUTES 41 SECONDS WEST 48.89 FEET) A DISTANCE OF 48.90 FEET TO A 5/8 INCH IRON ROD;
 THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 915.72 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 29 DEGREES 49 MINUTES 18 SECONDS WEST 31.16 FEET) A DISTANCE OF 31.16 FEET TO A 5/8 INCH IRON ROD WITH A 1.25 INCH DIAMETER ALUMINUM CAP STAMPED "ODOT RIGHT-OF-WAY";
 THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21 DEGREES 47 MINUTES 16 SECONDS WEST A DISTANCE OF 98.02 FEET TO A 5/8 INCH IRON ROD;
 THENCE, DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 88 DEGREES 01 MINUTE 28 SECONDS EAST A DISTANCE OF 179.65 FEET TO A 5/8 INCH IRON ROD;
 THENCE NORTH 01 DEGREE 58 MINUTES 32 SECONDS EAST A DISTANCE OF 90.00 FEET TO A 5/8 INCH IRON ROD;
 THENCE SOUTH 68 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 181.75 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF OREGON.

ROSEBURG, DOUGLAS CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
 ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
 [12187-5065/SB991790.136]

PAGE 16
 7/21/99

Beginning at a point which is North 0° 20' East 864.27 feet from the Southwest corner of Lot 11, GARDEN CITY ADDITION to the City of Salem, County of Marion and State of Oregon; thence North 0° 20' East 296.50 feet to the Northwest corner of Lot 9 in said Addition; thence South 89° 46' East 272.84 feet to an iron pipe on the North line of said Lot 9; thence South 0° 20' West (by survey South 0° 31' 30" West) 296.50 feet to the Northeast corner of a tract of land conveyed to Brattain International, Inc., a Delaware corporation, by instrument recorded December 7, 1983, in Reel 328, Page 1886, Film Records for Marion County; thence North 89° 46' West 271.84 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to The City of Salem by instrument recorded December 28, 1992, in Reel 1018, Page 187, Film Records for Marion County, Oregon.

SALEM, MARION CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 17
7/21/99

Lot 1, according to the duly filed plat of STAFFORD PARK, in the City of Wilsonville, filed August 17, 1977, in Plat Book 39, Pages 47 and 47a, Records of the County of Washington and State of Oregon.

WILSONVILLE, WASHINGTON CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 18
7/21/99

Parcel 1, PARTITION PLAT NO: 95-130, recorded December 18, 1995 in Reel 1279, Page 300, Microfilm Records, in the County of Marion and State of Oregon.

TOGETHER WITH a perpetual, non-exclusive easements for ingress and egress for pedestrian and vehicular traffic as described in that certain Mutual Non-Exclusive Access Easement, Signage and Maintenance Agreement, recorded February 16, 1996 in Reel 1291, Page 178, Microfilm Records, in the County of Marion and State of Oregon.

TOGETHER WITH a perpetual, non-exclusive easements for ingress and egress for pedestrian and vehicular traffic as described in that certain Mutual Non-Exclusive Access Easement, Sewer and Maintenance Agreement recorded February 16, 1996 in Reel 1291, Page 179, Microfilm Records, in the County of Marion and State of Oregon

WOODBURN, MARION CO., OR

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING
[12187-5065/SB991790.136]

PAGE 19
7/21/99

EXHIBIT B
to First Amendment to Deed of Trust

LEGAL DESCRIPTION OF ADDITIONAL LAND

Tract "A," PARTITION PLAT NO. 1999-028, in the City of Wilsonville, in the County of Washington and State of Oregon.

EXHIBIT C
to First Amendment to Deed of Trust

LEGAL DESCRIPTION OF RELEASED LAND

A tract of land located in the southeast $\frac{1}{4}$ of Section 2, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, County of Washington, and State of Oregon and being more particularly described as follows:

All that land lying Southerly and Westerly of the following described line located in Lot 1 of "Stafford Park" as recorded in Plat Book 39, at page 47, Washington County Records, and beginning at the Southeast corner of said Lot 1; thence along the East line of said Lot 1 North $01^{\circ}31'47''$ East 11.00 feet; thence North $88^{\circ}47'28''$ West 196.56 feet to a point of curvature; thence 44.62 feet along the arc of a 38.00 foot radius curve to the right through a central angle of $67^{\circ}16'36''$ (the long chord of which bears North $55^{\circ}09'10''$ West 42.10 feet) to the point of termination located on the East line of SW Parkway Avenue.

State of Oregon, County of Klamath
 Recorded 2/03/00, at 11:31 a.m.
 In Vol. M00 Page 3599
Linda Smith,
 County Clerk Fee \$ 131.⁰⁰