

WHEN RECORDED MAIL TO:

200 AUG 14 AM 11:20

CENTENNIAL BANK
C/O LOAN SERVICES-4TH FLOOR
675 OAK STREET; P.O. BOX 1849
EUGENE, OR 97440

SEND TAX NOTICES TO:

CAVE INCOME PROPERTIES, L.L.C.
PO Box 24103
Eugene, OR 97402

MTL 1396-2623

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 7, 2000, BETWEEN CAVE INCOME PROPERTIES, L.L.C., an Oregon Limited Liability Company (referred to below as "Grantor"), whose address is PO Box 24103, Eugene, OR 97402; and CENTENNIAL BANK (referred to below as "Lender"), whose address is C/O LOAN SERVICES-4TH FLOOR, 675 OAK STREET; P.O. BOX 1849, EUGENE, OR 97440.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated February 22, 2000 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded February 24, 2000, in Vol. M00, Page 5685, in the County of Klamath, State of Oregon

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

Lots 3, 4 and 5, Block 1, REPLAT NO. 1 of a portion of SUNNYSIDE ADDITION to the City of Klamath Falls, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as **2560 Campus Drive, Klamath Falls, OR 97601.**

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

Extend maturity date to July 1, 2008

DEFINITIONS. The following word shall have the following meanings when used in this Deed of Trust.

Note. The word "Note" now means the Promissory Note dated August 7, 2000 in the original principal amount of \$520,000.00 and a Promissory Note dated August 7, 2000 in the original principal amount of \$20,000.00, from CAVE INCOME PROPERTIES, INC. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement. These Promissory Notes are given in substitution for the Promissory Note dated February 22, 2000 in the original principal amount of \$540,000.00.

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:

CAVE INCOME PROPERTIES, L.L.C.

By:

DOUGLAS D. MORTIMORE, Managing Member

LENDER:

CENTENNIAL BANK

By:

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Oregon

) SS

COUNTY OF

Lane



On this 11th day of August, 2000, before me, the undersigned Notary Public, personally appeared **DOUGLAS D. MORTIMORE, Managing Member** 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

Ruth Reed

Residing at

Eugene, Oregon

Notary Public in and for the State of

Oregon

My commission expires

9/10/00

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

) SS

COUNTY OF

Lane



On this 11th day of August, 2000, before me, the undersigned Notary Public, personally appeared **Centennial Bank** and known to me to be the **Authorized Agent**, 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

Ruth Reed

Residing at

Eugene, Oregon

Notary Public in and for the State of

Oregon

My commission expires

9/10/00

State of Oregon, County of Klamath
Recorded 08/14/00, at 11:20 a.m.
In Vol. M00 Page 29673
Linda Smith,
County Clerk Fee \$ 26.00