

## SEND TAX STATEMENTS TO:

Unchanged

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## AFTER RECORDING, RETURN TO:

Evans, Freeby & Jennings, LLP  
 280 Court St. NE, Suite One  
 Salem, OR 97301

The true and actual consideration for this transfer and extension of the maturity date and other good and valuable consideration.

The debt secured by the Commercial Deed of Trust is due and payable on or before October 31, 2000.

## MEMORANDUM OF MODIFICATION AGREEMENT

## LINE OF CREDIT INSTRUMENT

This Line of Credit Instrument secures amounts which have been or will be advanced to Grantor pursuant to the terms of a Note dated February 24, 1999. The maximum principal amount to be advanced to Grantor pursuant to the Note is \$2,875,000.00. The Note will mature on October 31, 2000, but may be renewed or extended. The maximum principal amount to be advanced may be exceeded by advances to complete construction, pursuant to ORS 86.155(2)(c), if applicable

DATE: August 25<sup>th</sup>, 2000

PARTIES: KEYBANK NATIONAL ASSOCIATION, "Lender/Beneficiary"  
 C-3 INVESTMENTS, INC., "~~Borrower/Grantor~~" *an Oregon Corporation* *CH*

THIS MEMORANDUM gives notice of a Modification Agreement of even date herewith entered into between Lender and Borrower, including the terms and provisions thereof ("Agreement"). The Agreement modifies various loan documents entered into between Lender and Borrower, including a Commercial Deed of Trust and Security Agreement with Assignment of Rents dated February 24, 1999, recorded February 26, 1999, in Book M-99, Page 6879, Recorder's Fee No. 75344, in Klamath County.

Pursuant to the Agreement, this Trust Deed was and is amended as follows:

1. The Maturity Date of the debt secured by the Commercial Deed of Trust is extended to October 31, 2000.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

LENDER  
 KEYBANK NATIONAL ASSOCIATION

Marion F. Kenny  
 By: Marion F. Kenny, Vice/President

BORROWER  
 C-3 INVESTMENTS, INC. *Inc., an Oregon Corp. CH*

C. Gordon Lovingood  
 By: C. Gordon Lovingood, President

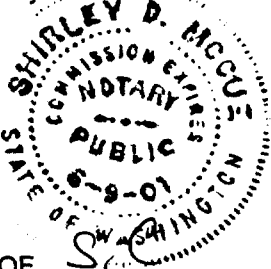
33541

STATE OF WASHINGTON )

) ss.

County of Pierce )

Personally appeared the above named Marion F. Kenny, Vice President of KeyBank National Association, and acknowledged on this 1st day of September, 2000, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be her voluntary act and deed.



Shirley D. McCue Shirley D. McCue  
Notary Public in and for the State of Washington  
My Commission Expires: June 9, 2001  
Residing at Tacoma, Washington

STATE OF \_\_\_\_\_ )

) ss.

County of Char )

Personally appeared the above named C. Gordon Lovingood, President of C-3 Investments, Inc., and acknowledged on this \_\_\_\_ day of August, 2000, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be his voluntary act and deed.

C. Gordon Lovingood  
Notary Public

My Commission Expires: 9/19/00

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State of Oregon, County of Klamath  
Recorded 09/14/00, at 8:47 a. m.  
In Vol. M00 Page 33540  
Linda Smith,  
County Clerk Fee \$ 26.00