

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Vol. M01 Page 3601

State of Oregon acting by and through its  
Economic and Community Development Department  
775 Summer St. NE, Suite 200  
Salem, OR 97301-1280

### MODIFICATION OF TRUST DEED

This Modification of Trust Deed is made and entered into by and between Klamath County ("Lender"), whose address is 305 Main Street, Klamath Falls, Oregon, 97601 and Klamath Community Development Corporation ("Grantor"), whose address is 125 S. Sixth Street, Klamath Falls, Oregon 97601, as of the date of the last signature hereto.

### RECITALS

WHEREAS, Grantor made, executed and delivered to Lender a promissory note in the principal amount of \$500,000 dated as of February 13, 1996 and payable to the order of Lender (the "OCDBG Note");

WHEREAS, Grantor made, executed and delivered to Lender a promissory note in the principal amount of \$130,000 dated as of August 1, 1996 and payable to the order of Lender (the "OGDF Note");

WHEREAS, as collateral for repayment of the OCDBG Note and the OGDF Note, Grantor made, executed and delivered to Lender that certain trust deed dated as of February 13, 1996, by and among Grantor, as grantor, Lender as beneficiary and Reginald R. Davis, as trustee, recorded on February 16, 1996 in Volume M96 of Mortgages on page 4520 in the office of the County Clerk in Klamath County, Oregon (the "Trust Deed"), covering the following described premises: Parcel 1 of Land Partition Number 32.95 on file in the Klamath County Clerk's Office;

WHEREAS, the OGDF Note has been satisfied;

WHEREAS, no payments have been made on the OCDBG Note;

WHEREAS, the Trust Deed as originally recorded does not reflect the maturity date of the OCDBG Note, the payment of which is secured by the Trust Deed;

WHEREAS, Grantor and Lender desire to modify Trust Deed to reflect that the OGDF Note has been satisfied and to set forth a maturity date for the OCDBG Note.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

### 1. Maturity Date

The third recital of the Trust Deed is hereby amended to read in its entirety as follows:

WHEREAS, Lender has loaned to Grantor from the Oregon Community Development Block Grant Program (OCDBG) the sum of five hundred thousand dollars (U.S. \$500,000) upon the terms and conditions set forth in that certain promissory note of Grantor dated February 13, 1996 with final payment due on February 12, 2021, which is the maturity date of the promissory note (as such promissory note may be modified, supplemented, extended, renewed, or replaced from time to time, the "OCDBG Note");

### 2. Reference to Notes

From and after the date of this Modification of Trust Deed all references in the Trust Deed to the "Note" or "Notes" shall be considered references to the OCDBG Note.

### 3. General

- 3.1 Governing Law; Venue; Consent to Jurisdiction. This Modification of Trust Deed shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") that arises from or relates to this Modification of Trust Deed shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. EACH PARTY HERETO BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 3.2 Counterparts. This Modification of Trust Deed may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Modification of Trust Deed so executed shall constitute an original.
- 3.3 Headings. The section headings in this Modification of Trust Deed are included for convenience only, do not give full notice of the terms of any portion of this Modification of Trust Deed and are not relevant to the interpretation of any provision of this Modification of Trust Deed.
- 3.4 Full Force and Effect Grantor and Lender agree and acknowledge that the Trust Deed, as modified hereby, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Trust Deed as of the dates set forth below.

KLAMATH COMMUNITY DEVELOPMENT CORPORATION

KLAMATH COUNTY

By: *John W. Dey*

John W. Dey, President

By: *M. Steven West*

Al Switzer, Chair M. Steven West  
Board of Commissioners

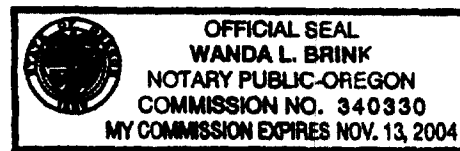
Date: 1/25/2001

Date: Jan 30, 2001

STATE OF OREGON )

) ss.

County of Klamath )



On this 25 day of January, 2001, before me personally appeared John W. Dey, who being duly sworn, stated that he is the president of Klamath Community Development Corporation, an Oregon non-profit corporation, and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

*Wanda L. Brink*  
Notary Public in and for the State of Oregon  
My Commission expires: 11-13-04

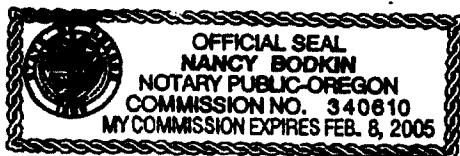
STATE OF OREGON )

) ss.

County of Klamath )

On this 30th day of January, 2001, before me personally appeared M. Steven West who being duly sworn, stated that he is the Commission Chair of Klamath County, an Oregon county, and acknowledged the foregoing instrument to be the voluntary act and deed of the county, executed by authority of its commission.

*Nancy Bodkin*  
Notary Public in and for the State of Oregon  
My Commission expires: Feb 8, 2005



State of Oregon, County of Klamath  
Recorded 01/30/01, at 2:00 p. m.  
In Vol. M01 Page 3601  
Linda Smith,  
County Clerk Fee \$ NC