

RECORDATION REQUESTED BY:
Wells Fargo Bank, National Association
Greater Oregon - East McAndrews
1320 E. McAndrews Road
Medford, OR 97504

M05-63606

Klamath County, Oregon

09/06/2005 03:27:45 PM

Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:
Wells Fargo Bank, National Association
BBG- Boise Loan Operations Center, MAC #U1851-015
3033 Elder Street
Boise, ID 83705

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE 58788

MODIFICATION OF DEED OF TRUST



200826371961300480

THIS MODIFICATION OF DEED OF TRUST dated July 14, 2005, is made and executed between between Klamath Health Partnership, Inc., an Oregon Non-Profit Corporation whose address is 2074 South 6th Street, Klamath Falls, OR 97601 ("Grantor") and Wells Fargo Bank, National Association, whose address is Greater Oregon - East McAndrews, 1320 E. McAndrews Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 21, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded June 2, 2004 in the Klamath County Recorder's Office in Vol M04 Pages 35168-35178.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

PARCEL 1:

Lots 9, 10, 11, 12 and 13, Block 205, MILLS SECOND ADDITION TO KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPT that portion conveyed to State of Oregon, by and through its State Highway Commission, by deeds recorded May 18, 1943 in Book 158 at page 410 and recorded September 8, 1943 in Book 158 at Page 281, all in Deed Records of Klamath County, Oregon.

PARCEL 2:

Lots 19 and 20 in Block 206, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

AND

Lots 1, 2, and 3 in Block 206, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

TOGETHER WITH that portion vacated alley adjoining that inured thereto by Ordinance No. 03-03, recorded February 13, 2003 in Book M-03 at Page 8867.

The Real Property or its address is commonly known as 2074 South 6th Street, Klamath Falls, OR 97601. The Real Property tax identification number is R631819

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

The definition of the Note as referenced in the Deed of Trust is hereby amended to read: "Note". The word "Note" means the Note dated May 21, 2004, in the original principal amount of \$750,000.00 with a maturity date of May 15, 2019, and the Note dated May 19, 2004, in the original principal amount of \$250,000.00 with a maturity date of May 15, 2019, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR:** This Note contains a variable interest rate.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 14, 2005.

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 4810257007

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GRANTOR:

KLAMATH HEALTH PARTNERSHIP, INC.

By: Robert Marsalli
Robert Marsalli, Chief Executive Officer of Klamath
Health Partnership, Inc.

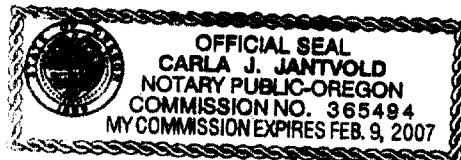
LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

[Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

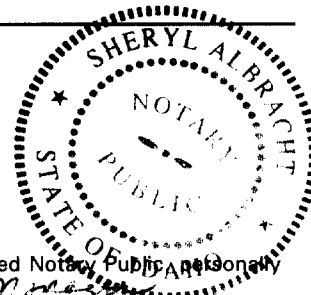


On this 1st day of September, 20 05, before me, the undersigned Notary Public, personally appeared **Robert Marsalli, Chief Executive Officer of Klamath Health Partnership, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Carla J. Jantvold Residing at 425 Main St. Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 02/09/07

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)



On this 2nd day of September, 20 05, before me, the undersigned Notary Public, personally appeared Masako M. Fierstein and known to me to be the Lending Manager, 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 Sheryl Albracht Residing at Boise
Notary Public in and for the State of Idaho My commission expires 4/4/06