

2007-001597

Klamath County, Oregon



00013967200700015970040042

01/30/2007 11:15:12 AM

Fee: \$51.00

APN: 752064

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

Loan No: 1095-06-05
Vestin Realty Mortgage II, Inc.
8379 W. Sunset Road
Las Vegas, NV 89113

MAIL TAX STATEMENTS TO:

Attention: Jon Harder
Plum Ridge Care Community, LLC
3723 Fairview Industrial Drive SE
Suite 270, P.O. Box 3006
Salem, Oregon 97302

1st 587950

MODIFICATION
OF
LEASEHOLD DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING WITH
ASSIGNMENT OF RENTS

This Modification of Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents ("***Modification***") is made as of this 29th day of January, 2007, by **Plum Ridge Care Community, LLC**, an Oregon limited liability company, ("***Trustor***" or "***Debtor***"), to First American Title Insurance Company ("***Trustee***"), for the benefit of Vestin Mortgage, Inc. as assigned to Vestin Fund I, LLC, a Nevada limited liability company, Vestin Fund II, LLC, a Nevada limited liability company, and Vestin Fund III, a Nevada limited liability company (Vestin Fund I, LLC was succeeded in merger by Vestin Realty Mortgage I, Inc., a Maryland corporation and Vestin Fund II, LLC was succeeded in merger by Vestin Realty Mortgage II, Inc. a Maryland corporation)(collectively, "***Beneficiary***" or "***Secured Party***").

RECITALS

A. This Modification modifies the Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents made on July 15, 2005, and recorded in the Official Records of Klamath County on July 20, 2005, under recording number M05-55677, under which Trustor is the trustor, Beneficiary is the beneficiary and First American Title Insurance Company is the Trustee (the "***Deed of Trust***"). The Deed of Trust covers the real property described in Exhibit A attached hereto.

B. The Trustor and Beneficiary wish to modify the Deed of Trust in order to reflect that the maximum amount secured thereby has been increased from \$4,600,000.00 to \$5,512,000.00.

51.-F

AGREEMENT

1. Section I.B of the Deed of Trust is amended to add an additional amount of \$912,000.00 to be secured by the Deed of Trust ("Additional Amount"). The Additional Amount is evidenced by a Promissory Note Secured By Leasehold Deed of Trust and Loan Modification of even date herewith.

2. The maximum principal amount of the loan is amended to be \$5,512,000.00.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document. The real property described in the Deed of Trust shall remain subject to the lien, charge or encumbrance created in the Deed of Trust and, except as expressly stated herein, nothing herein contained or done pursuant to this Modification shall affect or be construed to affect the liens, charges or encumbrances created in the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to increase or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Modification as of the day and year first set forth above.

**Plum Ridge Care Community, LLC, an
Oregon limited liability company**

By: _____

Jon M. Harder, Manager

STATE OF OREGON

County of

Marion

)
) ss.
)

This instrument was acknowledged before me on the 29th day of January 2007 by Jon M. Harder, as Manager of Plum Ridge Care Community, LLC

C. J. Carson

Notary Public for Oregon

My Commission Expires: 6-28-10

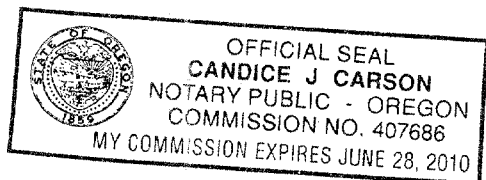


EXHIBIT A
Property Description

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision, more particularly described as follows:

Commencing at the Northeast corner of McLoughlin Heights; thence South 00°46'00" West, along the East boundary of McLoughlin Heights, 100.0 feet to the true point of beginning of this description; thence South 0°46'00" West, along the East boundary of McLoughlin Heights 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West, 33.97 feet); thence North 63°00'00" West, along the North boundary of Foothills Boulevard, 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West, 475.03 feet); thence leaving said road boundary North 20°39'40" East, 504.11 feet; thence South 89°21'00" East, 420.87 feet to the true point of beginning.

TOGETHER with the northerly one-half of vacated Foothill boulevard abutting the Southerly boundary of the above described parcel.

SAVING AND EXCEPTING the following described parcel:

Beginning at a point on the East boundary of McLoughlin Heights which bears South 0°46' West a distance of 100.0 feet from the Northeast corner thereof, said point being the Northeast corner of tract conveyed by Presbyterian Intercommunity Hospital, Inc. to Klamath County by Deed recorded in Volume M75 page 8321, Deed records of Klamath County, Oregon; thence North 89°21' West, along the North line of said tract a distance of 420.87 feet to the Northwest corner thereof; thence South 20°39'40" West along the Westerly line of said tract a distance of 173.0 feet to a point; thence South 86°54'35" East a distance of 480.13 feet to a point on the East line of said tract; thence North 0°46' East along said East line a distance of 183.0 feet to the point of beginning.

TOGETHER with Access as disclosed in Reciprocal Access Easement, recorded June 8, 2001 in M-01 on page 27242, records of Klamath County, Oregon.

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EXHIBIT A