

2007-003161

Klamath County, Oregon

RECORDATION REQUESTED BY:

KeyBank National Association
OR-Gresham Mall
390 W. Burnside
Gresham, OR 97030



00015850200700031610020026

02/26/2007 09:24:20 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:

KeyBank National Association
Mail Code: ID-56-PC-0125
431 Parkcenter Blvd. - P.O. Box 5278
Boise, ID 83705

SEND TAX NOTICES TO:

West One Automotive Group, Inc
1930 South Sixth Street
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



3100003238760000009003G202

THIS MODIFICATION OF DEED OF TRUST dated February 9, 2007, is made and executed between between West One Automotive Group, Inc, an Oregon corporation, whose address is 1930 South Sixth Street, Klamath Falls, OR 97601 ("Grantor") and KeyBank National Association, whose address is OR-Gresham Mall, 390 W. Burnside, Gresham, OR 97030 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 16, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded January 17, 2002 at Klamath County Recorders Office under recording #M02 3228, Volume M02, Pages 328-3237 inclusive.

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

The legal description as described in the original Deed of Trust dated January 16, 2002 has remained unchanged.

The Real Property or its address is commonly known as 1930 South Sixth Street, Klamath Falls, OR 97601.

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

Note. The word "Note" means the Note dated January 16, 2002 in the Principal Amount of \$1,475,000.00 from grantor to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for the Note. The Maturity date of the Note is February 1, 2012. **NOTICE TO GRANTOR: THE 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 endorser 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 FEBRUARY 9, 2007.

GRANTOR:

WEST ONE AUTOMOTIVE GROUP, INC

By: 

Ted L. Anderson, President of West One Automotive Group, Inc

LENDER:

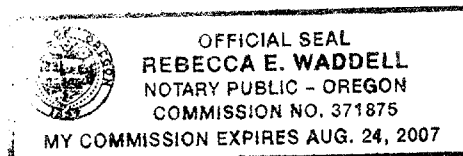
KEYBANK NATIONAL ASSOCIATION

X Rebecca E. Waddell, Vice President
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Multnomah

) SS)



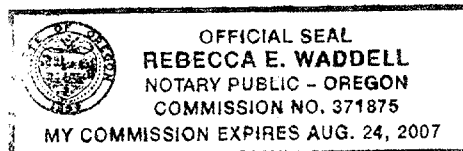
On this 14th day of February, 20 07, before me, the undersigned Notary Public, personally appeared **Ted L. Anderson, President of West One Automotive Group, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification 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 Rebecca E. WaddellResiding at Portland, ORNotary Public in and for the State of OregonMy commission expires Aug 24, 2007

LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Multnomah

) SS)



On this 14th day of February, 20 07, before me, the undersigned Notary Public, personally appeared Ronald Eldredge and known to me to be the owner, 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 Rebecca E. WaddellResiding at Portland, ORNotary Public in and for the State of OregonMy commission expires Aug 24, 2007