

2010-011689

Klamath County, Oregon



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10/01/2010 03:42:39 PM

Fee: \$87.00

After Recording Mail To:

Wells Fargo Bank, National Association  
Commercial Banking Office  
999 Third Avenue, 11<sup>th</sup> Floor  
Seattle, Washington 98104  
Attention: Eric M. Mauer

1<sup>st</sup>  
NCS 456765-WA1

**FIRST AMENDMENT TO LINE OF CREDIT DEED OF TRUST,  
ASSIGNMENT OF RENTS AND LEASES,  
SECURITY AGREEMENT AND FIXTURE FILING**

**(COLLATERAL IS OR INCLUDES FIXTURES)  
Klamath Falls, OR**

**THE PENINSULA GROUP LLC,**  
a Washington limited liability company,  
Grantor

**FIRST AMERICAN TITLE COMPANY,**  
Trustee

**WELLS FARGO BANK NATIONAL ASSOCIATION,**  
as Administrative Agent for the Lenders under the Amended and Restated Credit Agreement  
of even date herewith, Beneficiary

The maximum principal amount to be advanced pursuant to the credit agreement secured by  
this deed of trust is \$28,500,000.

The maturity date of the promissory note secured by this deed of trust, exclusive of any option  
to renew or extend such maturity date, is December 1, 2013.

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH  
ORS 79.0502.

Tax Account Number(s) of Real Property: R432204, R432231, R432197 and R873410.

**FIRST AMENDMENT TO LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF  
RENTS AND LEASES,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of September 30, 2010, is made with respect to that certain Line of Credit Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded on October 31, 2006, under Klamath County Recording No. 2006021803 (as amended, the "Deed of Trust"), granted by THE PENINSULA GROUP LLC, a Washington limited liability company, as Grantor, to WELLS FARGO BANK NATIONAL ASSOCIATION, a national banking association ("Beneficiary").

**AGREEMENT**

IT IS HEREBY AGREED AS FOLLOWS:

1. The Deed of Trust is hereby amended to reflect that the Credit Agreement has been amended by that certain Amended and Restated Credit Agreement of even date herewith between Grantor and Beneficiary.
2. Except as provided herein, the Deed of Trust remains unmodified and the parties ratify and confirm all terms, covenants and provisions thereof.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the day and year first above written.

**GRANTOR:**

THE PENINSULA GROUP LLC

By: 

Name:

MARYANNE WHITCOMB

Title:

MANAGER

**BENEFICIARY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By



Name:

ERIC M. MAURER

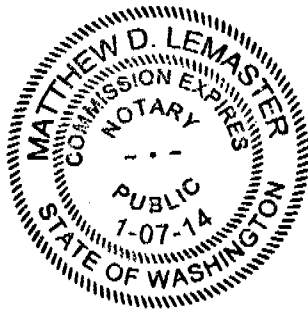
Title:

VP

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Maryanne Whitcomb  
is the person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it as the Manager of THE PENINSULA GROUP LLC, a  
Washington limited liability company, to be the free and voluntary act of such parties for the  
uses and purposes mentioned in the instrument.

Dated: 9/28/10



Matthew D. Lemaster  
Notary Public of Washington  
Residing at Merer Island  
My appointment expires: 1/7/14

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Eric Mauer  
is the person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it as the VP of WELLS FARGO BANK NATIONAL  
ASSOCIATION, a national banking association, to be the free and voluntary act of such  
parties for the uses and purposes mentioned in the instrument.

Dated: 9/23/10



Matthew D. Lemaister  
Notary Public of Washington  
Residing at Mercer Island  
My appointment expires: 1/7/14

## EXHIBIT A

### Legal Description

#### PARCEL 1:

BEGINNING AT AN IRON PIN ON THE NORTH LINE OF BYRD AVENUE OF CHELSEA ADDITION, A SUBDIVISION OF KLAMATH COUNTY, STATE OF OREGON, WHICH IRON PIN IS AT A POINT SOUTH 0° 06' WEST ALONG THE EAST SECTION LINE OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, A DISTANCE OF 688.5 FEET AND NORTH 89° 49' WEST ALONG THE NORTH LINE OF BYRD AVENUE A DISTANCE OF 444.4 FEET FROM THE IRON AXLE (WITH BALL RACE) WHICH MARKS THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUNNING NORTH 89° 49' WEST ALONG THE NORTH LINE OF BYRD AVENUE A DISTANCE OF 77.2 FEET TO AN IRON PIN WHICH LIES ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 97, 95 FEET AT RIGHT ANGLES FROM THE NORTHEASTERLY LEG OF SAME; THENCE NORTH 38° 52' WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 97 (NOTE: THE STATE HIGHWAY BEARING OF THIS LINE SHOWS NORTH 89° 07 ½' WEST) A DISTANCE OF 130.55 FEET TO A POINT; THENCE NORTH 51° 08' EAST AT RIGHT ANGLES A DISTANCE OF 192.77 FEET TO AN IRON PIN; THENCE SOUTH 38° 52' EAST 15 FEET TO AN IRON PIN; THENCE SOUTH 0° 06' WEST PARALLEL TO THE SECTION LINE A DISTANCE OF 211.1 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN THE NE ¼ NE ¼ OF SECTION 19.

#### PARCEL 2:

A PARCEL OF LAND LYING THE NE ¼ OF NE ¼ OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF BYRD ST. OF CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS; SAID POINT BEING 688.5 FEET SOUTH AND 234.3 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 89° 49' WEST ALONG THE NORTH LINE OF SAID BYRD ST. A DISTANCE OF 208.71 FEET; THENCE NORTH 0° 11' EAST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89° 49' EAST A DISTANCE OF 208.71 FEET; THENCE SOUTH 0° 11' WEST A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

THAT PORTION OF BLOCK 2 OF CHELSEA ADDITION TO KLAMATH FALLS, KLAMATH COUNTY, OREGON, LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 97, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. TOGETHER WITH THOSE PORTIONS OF CHELSEA STREET, BYRD AVENUE AND QUARRY STREET ADJACENT TO BLOCK TWO AS DESCRIBED IN VACATION RECORDED MARCH 17, 1993 IN VOLUME M93, PAGE 5572, RECORDS OF KLAMATH COUNTY, OREGON.

A PARCEL OF LAND LYING IN THE NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, AND BEING A PORTION OF BYRD AVENUE AND CHELSEA STREET VACATED BY THE CITY OF KLAMATH FALLS ORDINANCE NO. 93-6, RECORDED MARCH 17, 1993 IN BOOK M93 PAGE 5572 OF KLAMATH COUNTY RECORD OF DEEDS: THE SAID PARCEL BEING THAT PORTION OF VACATED BYRD AVENUE AND CHELSEA STREET INURING TO SAID BLOCK 3, CHELSEA ADDITION, KLAMATH COUNTY, OREGON, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED CHELSEA STREET AND THE NORTHEASTERLY LINE EXTENDED OF THAT PROPERTY DESIGNATED AS PARCEL 2 AND DESCRIBED IN THAT WARRANTY DEED TO THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION, RECORDED MARCH 27, 1950 IN BOOK 237 PAGE 545 OF KLAMATH COUNTY RECORD OF DEEDS: THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESIGNATED AS PARCEL 1 AND DESCRIBED IN SAID STATE OF OREGON DEED.

PARCEL 4:

A PORTION OF THE NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

THE WESTERLY 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20, SAID TOWNSHIP AND RANGE; THENCE S.  $0^{\circ} 06'$  W. ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 388.5 FEET TO A POINT; THENCE N  $89^{\circ} 49'$  W. A DISTANCE OF 174.2 FEET TO A POINT; THENCE S.  $0^{\circ} 06'$  W. A DISTANCE OF 89 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S.  $0^{\circ} 06'$  W. A DISTANCE OF 211 FEET TO A POINT ON THE NORTH LINE OF BYRD AVENUE; THENCE WEST ALONG SAID NORTH LINE A DISTANCE

OF 60 FEET TO A POINT; THENCE N. 0° 06' E. A DISTANCE OF 211 FEET TO A  
POINT; THENCE S. 89° 49' E. 60 FEET TO THE POINT OF BEGINNING.