

18 1752785

2011-010065

Klamath County, Oregon



00106919201100100650060067

09/02/2011 02:58:21 PM

Fee: \$62.00

RECORDATION REQUESTED BY:

KeyBank National Association
Mailcode: OR-20-02-0213
10888 S.E. Main St.
Milwaukie, OR 97222

AFTER RECORDING, RETURN TO:

KeyBank National Association
Mailcode: ID-56-PC-0125
431 Parker Center Blvd.
P.O. Box 5278
Boise, ID 83705

SEND TAX STATEMENTS TO:

Unchanged

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS

Date: August 31, 2011

Lender: KeyBank National Association

Grantor: West One Automotive Group, Inc.

Instrument Modified: Master Assignment of Leases and Rents dated December 10, 2007, recorded December 19, 2007, as Instrument No. 2007-021162, Real Property Records, Klamath County, State of Oregon

THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS gives notice of a separate Modification and Extension Agreement dated August 31, 2011, entered into by Lender and Grantor, which modifies various loan documents between Lender and Grantor, including:

Master Assignment of Leases and Rents dated December 10, 2007 ("Assignment of Rents"), recorded December 19, 2007, as Instrument No. 2007-021162, Real Property Records, Klamath County, State of Oregon, on the subject real property described as:

See Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

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

MODIFICATION: In consideration of the mutual covenants contained herein and in the Modification and Extension Agreement dated August 31, 2011, and other good and valuable consideration, Lender and Grantor hereby modify the Assignment of Rents, as follows:

Page 2, paragraph 1(b) is modified by inserting the following new paragraph beneath subparagraph (ii) thereof:

Without limitation, the Collateral shall secure payment and performance of the obligations and indebtedness evidenced by, among other agreements, instruments and documents, that certain Modification and Extension Agreement dated August 31, 2011, that certain Promissory Note dated August 31, 2011 in the principal amount of \$6,200,000.00 from Grantor to Lender (the "Credit Facility No. Four Term Note"), and/or that Promissory Note dated August 31, 2011 in the principal amount of \$784,000.00 from Grantor to Lender (the "Credit Facility No. Five Term Note"), and all extensions, modifications, renewals, consolidations, refinancings and substitutions for either Note.

Continuing Validity. Except as expressly modified above, or as otherwise modified pursuant to modifications previously filed of record, the terms of the Assignment of Rents shall remain unchanged and in full force and effect and are legally binding and enforceable in accordance with its terms. Consent by Lender to the Modification does not waive Lender's right to require strict performance of the Assignment of Rents as modified herein, or obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Credit Facility No. Four Term Note, the Credit Facility No. Five Term Note, or any other obligation or indebtedness of Grantor to Lender. It is the intention of Lender to retain as liable all parties to the Assignment of Rents, and all parties, makers or endorser to the Credit Facility No. Four Term Note and Credit Facility No. Five Term Note, and all guarantors, 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.

GRANTOR ACKNOWLEDGES HAVING READ THE PROVISIONS OF THIS MODIFICATION OF ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MASTER ASSIGNMENT OF LEASES AND RENTS IS DATED AUGUST 31, 2011.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWERS' RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

The remainder of this page is intentionally blank. Signatures are on the next page.

BORROWER: WEST ONE AUTOMOTIVE GROUP, INC.

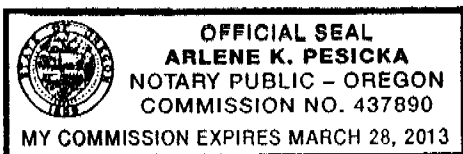
By: [Signature]
Name: Ted L. Anderson
Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
County of Clackamas) ss.

On this 31st day of August, 2011, before me, the undersigned Notary Public, personally appeared **Ted L. Anderson**, President of West One Automotive Group, Inc., and signed this instrument, and on oath stated that he was authorized to execute this instrument as the President of West One Automotive Group, Inc., and acknowledged it to be the free and voluntary act and deed of the corporation, by authority of its bylaws or resolution of its board of directors, for the uses and purposes mentioned in the instrument.

DATED this 31st day of August, 2011.



[Signature]
Name: Arlene K. Pesicka
Notary Public in and for the State of
Oregon, residing at: Milwaukie OR
My Appointment Expires: March 28, 2013

LENDER: KEYBANK NATIONAL ASSOCIATION

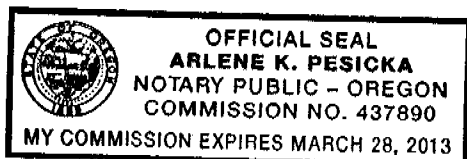
By: [Signature]
Name: D. Scott Hammond
Title: Senior Portfolio Monitoring Officer

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
County of Clackamas) ss.

On this 31st day of August, 2011, before me, the undersigned Notary Public, personally appeared **D. Scott Hammond**, Senior Portfolio Monitoring Officer of KeyBank National Association, and signed this instrument, and on oath stated that he was duly authorized to execute this instrument, and acknowledged it to be the free and voluntary act of Lender, by authority of its bylaws or resolution of its board of directors, for the uses and purposes mentioned in the instrument.

DATED this 31st day of August, 2011.



[Signature]
Name: Arlene K. Pesicka
Notary Public in and for the State of
Oregon, residing at: Milwaukie OR
My Appointment Expires: March 28, 2013

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A PIECE OR PARCEL OF LAND SITUATED IN THE SE 1/4 SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET AND THE WESTERLY RIGHT OF WAY OF THE O.C. & E. RAILROAD SPUR; SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED AT PAGE 8265 OF VOLUME M68, OF KLAMATH COUNTY DEED RECORDS; THENCE NORTH 58°24'45" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET 218.95 FEET TO A POINT; THENCE NORTH 55°48'55" WEST ALONG SAID RIGHT OF WAY LINE 180.4 FEET TO THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED AT PAGE 5330 OF VOLUME M72 OF KLAMATH COUNTY DEED RECORDS; THENCE SOUTH 0°45' EAST 451.4 FEET TO A POINT; THENCE NORTH 88°11'20" EAST 203.85 FEET TO A POINT; THENCE SOUTH 0°51'30" 57.0 FEET TO A POINT; THENCE NORTH 89°15' EAST 129.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE O.C. & E RAILROAD SPUR; THENCE NORTH 0°45' WEST ALONG SAID RIGHT OF WAY SPUR 284.2 FEET TO THE POINT OF BEGINNING WITH BEARING BASED ON COUNTY SURVEY NO. 4254.

PARCEL 2:

A PIECE OR PARCEL OF LAND SITUATED IN THE SE 1/4 SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE O.C. & E RAILROAD SPUR AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED FROM WHICH THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED ON PAGE 8265 OF VOLUME M68 OF KLAMATH COUNTY DEED RECORDS BEARS NORTH 0°45' WEST 284.2 FEET DISTANCE; THENCE SOUTH 0°45' EAST ALONG SAID RAILROAD RIGHT OF WAY 249.0 FEET TO A POINT; THENCE ALONG A CIRCULAR CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 14°25'10" A RADIUS OF 429.51 AND A LONG CHORD WHICH BEARS SOUTH 7°57'35" EAST 107.8 FEET) A DISTANCE OF 108.1 FEET TO A POINT; THENCE SOUTH 89°15' WEST 286.55 FEET TO A POINT; THENCE NORTH 37°52'10" WEST 284.80 FEET TO A POINT; THENCE NORTH 1°48'40" WEST 180.0 FEET TO A POINT; THENCE NORTH 88°11'20" EAST 319.2 FEET TO A POINT; THENCE SOUTH 0°51'30" EAST 57.0 FEET TO A POINT; THENCE NORTH 89°15' EAST 129.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING WITH BEARINGS BASED ON COUNTY SURVEY NO. 4254.

PARCEL 3:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 33 BEARS NORTH 89°26' EAST 313.83 FEET DISTANT; THENCE NORTH 0°45' WEST 4.0 FEET TO AN EXISTING IRON PIN REFERENCE MONUMENT; THENCE NORTH 0°45' WEST 176.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89°14'40" EAST 166.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 0°45'30" WEST 76.50 FEET TO AN EXISTING IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE O.C. & E RAILROAD SPUR AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED; THENCE FOLLOWING SAID RIGHT OF WAY LINE ALONG A 13.34 DEGREE CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 21°39'25" WEST 72.70 FEET, A DISTANCE OF 72.8 FEET TO AN IRON PIN; THENCE SOUTH 89°15' WEST 286.55 FEET TO AN IRON PIN; THENCE NORTH 37°52'10" WEST 284.8 FEET TO AN IRON PIN; THENCE NORTH 1°48'40" WEST 180.0 FEET TO A POINT; THENCE NORTH 88°11'20" EAST 115.35 FEET TO A POINT ON THE SOUTHWEST CORNER OF THAT PARCEL DESIGNATED AS PARCEL A IN RECORDED SURVEY NO. 1922; THENCE NORTH 0°45' WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A, 451.4 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF SOUTH SIXTH STREET AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED; THENCE NORTH 68°29'25" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET 429.1 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD PROJECTED NORTHERLY; THENCE SOUTH 0°45' EAST ALONG SAID RIGHT OF WAY LINE PROJECTED AND ALONG SAID RIGHT OF WAY LINE 1195.1 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE O.C. & E. RAILROAD; THENCE SOUTH 51°58' EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 241.2 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89°26' EAST 415.45 FEET, MORE OR LESS, ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 4:

A STRIP OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF OWENS STREET AND THE SOUTHERLY LINE OF SIXTH STREET AS NOW LOCATED; THENCE NORTH 56°01'33" WEST, 176.10 FEET, MORE OR LESS, TO THE EASTERLY LINE OF DEED VOLUME 82 PAGE 96, AND THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND TO BE DESCRIBED; THENCE SOUTH 0°57'30" EAST ALONG THE EASTERLY LINE OF SAID DEED, 110 FEET; THENCE NORTH 56°01'33" WEST 48.79 FEET TO THE WESTERLY LINE OF DEED VOLUME 82, PAGE 96; THENCE NORTH 0°57'30" WEST 110 FEET TO THE SOUTHERLY LINE OF SIXTH STREET; THENCE SOUTH 56°01'33" EAST 48.79 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A PIECE OR PARCEL OF LAND SITUATED IN THE SE 1/4 SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SIXTH STREET, CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON, SAID POINT LYING DISTANCE 176.10 FEET WESTERLY ALONG THE SOUTHERLY LINE OF SIXTH STREET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF THE SAID SIXTH STREET WITH THE WESTERLY LINE OF OWENS STREET (FORMERLY KNOWN AS FRONT STREET), RUNNING THENCE SOUTH $0^{\circ}57'30''$ EAST, A DISTANCE OF 526.84 FEET TO A POINT; THENCE SOUTHERLY, ALONG THE ARC OF A CURVE, (SAID CURVE BEING TANGENT TO THE LAST MENTIONED COURSE AT THE LAST MENTIONED POINT) CONCAVE TO THE LEFT HAVING A RADIUS OF 389.51 FEET A DISTANCE OF 346.14 FEET TO A POINT IN THE WESTERLY LINE OF OWENS STREET; THENCE SOUTH $0^{\circ}55'30''$ EAST, ALONG THE WESTERLY LINE OF OWENS STREET, A DISTANCE OF 50.02 FEET TO A POINT; THENCE NORTHERLY ALONG THE ARC OF A CURVE (THE TANGENT OF THE SAID CURVE BEARS NORTH $56^{\circ}05'$ WEST AT THE LAST MENTIONED POINT) CONCAVE TO THE RIGHT, HAVING A RADIUS OF 429.1 FEET, A DISTANCE OF 413.24 FEET, TO A POINT; THENCE NORTH $0^{\circ}57'30''$ WEST AND TANGENT TO THE LAST MENTIONED COURSE AT THE LAST MENTIONED POINT, A DISTANCE OF 554.78 FEET, TO A POINT IN THE SOUTHERLY LINE OF SIXTH STREET; THENCE SOUTH $56^{\circ}01'30''$ EAST, ALONG THE SOUTHERLY LINE OF SIXTH STREET, A DISTANCE OF 48.79 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF OWENS STREET AND THE SOUTHERLY LINE OF SIXTH STREET AS NOW LOCATED; THENCE NORTH $56^{\circ}01'33''$ WEST, 176.10 FEET, MORE OR LESS, TO THE EASTERLY LINE OF DEED VOLUME 82, PAGE 96, AND THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND TO BE DESCRIBED; THENCE SOUTH $0^{\circ}57'30''$ EAST ALONG THE EASTERLY LINE OF SAID DEED, 110 FEET; THENCE NORTH $56^{\circ}01'33''$ WEST 48.79 FEET TO THE WESTERLY LINE OF DEED VOLUME 82, PAGE 96; THENCE NORTH $0^{\circ}57'30''$ WEST 110 FEET TO THE SOUTHERLY LINE OF SIXTH STREET; THENCE SOUTH $56^{\circ}01'33''$ EAST 48.79 FEET TO THE TRUE POINT OF BEGINNING.