

82344

06-07-94P03:22 RCVD

Vol 194 Page 17837

## RECORDATION REQUESTED BY:

WESTERN BANK  
421 South 7th Street  
P.O. Box 888  
Klamath Falls, OR 97601-0322

## WHEN RECORDED MAIL TO:

WESTERN BANK  
421 South 7th Street  
P.O. Box 888  
Klamath Falls, OR 97601-0322

## SEND TAX NOTICES TO:

Micor Investments, a Partnership  
2900 First Interstate Tower  
Portland, OR 97201

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

K-46055

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 15, 1993, BETWEEN Micor Investments, a Partnership (referred to below as "Grantor"), whose address is 2900 First Interstate Tower, Portland, OR 97201; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 888, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated December 17, 1987 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded in Mortgage Records of Klamath County, Oregon on December 31, 1987, volume M87, page 23263

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

Lots 8, 9 and 10 in Block 105 of Klamath Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 626 South Seventh Street, Klamath Falls, OR 97601. The Real Property tax identification number is R477548.

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

Revise monthly payment program and extend maturity date to February 1, 1998.

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

## GRANTOR:

Micor Investments, a Partnership

By: 

D. Bruce Butler, General Partner

By: 

John E. Gerbert, General Partner

## LENDER:

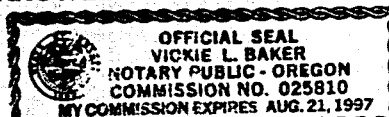
WESTERN BANK

By: 

Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 16<sup>th</sup> day of May, 1994, before me the undersigned Notary Public, personally appeared B. Bruce Butler, General Partner of Micor Investments, a Partnership, and John E. Gerbert, General Partner of Micor Investments, a Partnership, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Vickie L. Baker Residing at Klamath Falls Oregon  
Notary Public in and for the State of Oregon My commission expires August 21, 1997

LENDER ACKNOWLEDGMENT

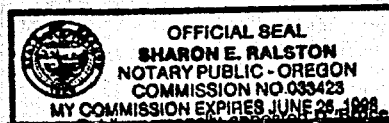
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Multnomah ) ss



On this 19th day of May, 1994, before me, the undersigned Notary Public, personally appeared Sharon E. Ralston, General Partner of Micor Investments, a Partnership, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

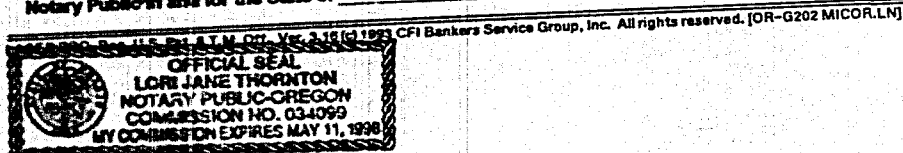
By Sharon E. Ralston Residing at Beaverton, Oregon  
Notary Public in and for the State of Oregon My commission expires June 26, 1998

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath ) ss

On this 6th day of June, 1994, before me, the undersigned Notary Public, personally appeared Charles R. Skyberg, and known to me to be the Assistant 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 Charles R. Skyberg Residing at Klamath Falls, Oregon  
Notary Public in and for the State of Oregon My commission expires May 11, 1998



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 7th day  
of June A.D., 1994 at 3:22 o'clock P. M., and duly recorded in Vol. M94,  
of Mortgages on Page 17837.

FEE \$20.00

Evelyn Biehn, County Clerk

By Pauline Millendore