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RECORDATION REQUESTED BY:

United States National Bank of Oregon
131 E. Main Street
P. O. Box 729
Medford, OR 97501

08-18-94A 10:45 RCVD

Vol m94 Page 25592

WHEN RECORDED MAIL TO:

United States National Bank of Oregon
131 E. Main Street
P. O. Box 729
Medford, OR 97501

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 27, 1994, BETWEEN James J. Bellet and Sherry A. Bellet as Trustees of the James Bellet Revocable Trust and James J. Bellet and Sherry A. Bellet as Trustees of the Sherry Bellet Revocable Trust (referred to below as "Grantor"), whose address is 2346 Nile St., Klamath Falls, OR 97603; and United States National Bank of Oregon (referred to below as "Lender"), whose address is 131 E. Main Street, P. O. Box 729, Medford, OR 97501.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 27, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 31, 1994 #81896 Volume M94 Page 17121 to 17126

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

The North 237.3 feet of Lots 1 and 2 in Block 2 of HOMELAND TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPT portion deeded to the State of Oregon in Volume 354, page 312, Deed Records of Klamath County, Oregon, for widening of South Sixth Street.

The Real Property or its address is commonly known as 5854 S. 6th St., Klamath Falls, OR 97603.

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

Modify Deed of Trust to add attached Addendum A.

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 endorsers 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:

James J. Bellet Sherry A. Bellet
James J. Bellet and Sherry A. Bellet as Trustees of the James Bellet Revocable Trust
James J. Bellet Sherry A. Bellet
James J. Bellet and Sherry A. Bellet as Trustees of the Sherry Bellet Revocable Trust

LENDER:

United States National Bank of Oregon

By: *[Signature]*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

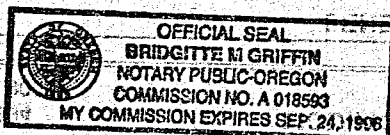
STATE OF OREGONCOUNTY OF KLAMATH

On this day before me, the undersigned Notary Public, personally appeared James J. Bellet and Sherry A. Bellet as Trustees of the James Bellet Revocable Trust and James J. Bellet and Sherry A. Bellet as Trustees of the Sherry Bellet Revocable Trust, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of July, 19 94.

By: *Brigitte M. Griffin* Residing at Klamath Falls

Notary Public in and for the State of OREGON My commission expires 09-24-96



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**ADDENDUM A
TO DEED OF TRUST - OREGON**

The following is hereby added to and made a part of the Deed of Trust - Oregon dated May 27, 1994, executed by James J. Bellet and Sherry A. Bellet as Trustees of the James Bellet Revocable Trust and James J. Bellet and Sherry A. Bellet as Trustees of the Sherry Bellet Revocable Trust, as Grantor in favor of United States National Bank of Oregon as Lender (the "Deed of Trust").

INSPECTIONS AND APPRAISALS Lender or its agents may enter upon the Property at any reasonable times to inspect or appraise it, whether or not any default exists hereunder. If Grantor refuses to permit such inspection or appraisal, Lender may specifically enforce performance of this provision. Grantor agrees to pay the cost of all appraisals required by Lender in its sole discretion (a) to comply with (i) any applicable statute or regulation or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Lender, (b) to comply with Lender's policies concerning appraisals, or (c) at any time after the occurrence of an event of default. All such appraisal costs shall become a part of the Indebtedness secured hereby and shall be payable on demand, together with interest thereon at the highest rate applicable to any such Indebtedness.

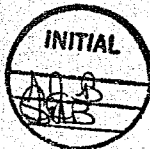
FINANCIAL INFORMATION From time to time, upon request by Lender, Grantor shall provide, and shall cause any guarantor of the Indebtedness to provide, such financial information concerning such person or the Property as Lender may require. Such information may include without limitation financial statements, tax returns, and operating statements regarding the Property.

ACCESS LAWS Grantor agrees that Grantor and the Property shall at all times strictly comply with the requirements of the Americans with Disabilities Act of 1990; the Fair Housing Amendments Act of 1988; all other federal, state or local laws or ordinances related to disabled access; or any statute, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively the "Access Laws"). At any time Beneficiary may require a certificate of compliance with the Access Laws and indemnification agreement in a form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Beneficiary.

Notwithstanding any provisions set forth herein or in any other document, Grantor shall not alter or permit any tenant or other person to alter the Property in any manner which would increase Grantor's responsibilities for compliance with the Access Laws without the prior written approval of Beneficiary. In connection with such approval, Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Beneficiary.

Grantor agrees to give prompt written notice to Beneficiary of the receipt by Grantor of any claims of violations of any of the Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

Grantor shall indemnify and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Grantor under this section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure.



cl\ada\addendum.dot

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. National Bank
of Aug A.D., 19 94 at 10:45 o'clock A.M., and duly recorded in Vol. M94 day
of Mortgages on Page 25592

FEE \$20.00

Evelyn Biehn
By Quinn M. Mendenhall County Clerk