

85854

03-07-95A1 03 RCVD

Vol. 95 Page 5055

RECORDATION REQUESTED BY:

UNITED STATES NATIONAL BANK OF OREGON  
PL-7 Oregon Corporate Loan Servicing  
555 S. W. Oak  
Portland, OR 97204

WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK OF OREGON  
PL-7 Oregon Corporate Loan Servicing  
555 S. W. Oak  
Portland, OR 97204

SEND TAX NOTICES TO:

UNITED STATES NATIONAL BANK OF OREGON  
PL-7 Oregon Corporate Loan Servicing  
555 S. W. Oak  
Portland, OR 97204

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



ATC # 951209

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 1, 1995, BETWEEN Wilbur A. Walker and Marie L. Walker (referred to below as "Grantor"), whose address is 3110 Pine Grove, Klamath Falls, OR 97603, and UNITED STATES NATIONAL BANK OF OREGON (referred to below as "Lender"), whose address is PL-7 Oregon Corporate Loan Servicing, 555 S. W. Oak, Portland, OR 97204.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated February 20, 1992 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Feb. 21, 1992; Vol. M92; page 3534

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

See Exhibit "A" for legal description

The Real Property or its address is commonly known as 3110 Pine Grove, Klamath Falls, OR 97603.

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

Original line of credit for \$50,000.00 will be split into two notes; one (1) \$25,000.00 revolving line of credit note and one (1) \$25,000.00 term note to be paid in 60 months.

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:

Wilbur A. Walker  
Wilbur A. Walker

Marie L. Walker  
Marie L. Walker

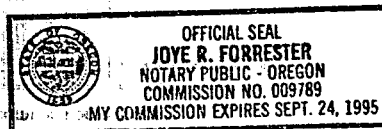
LENDER:

UNITED STATES NATIONAL BANK OF OREGON

By [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF KLAMATH



On this day before me, the undersigned Notary Public, personally appeared Wilbur A. Walker and Marie L. Walker, 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 1st day of MARCH, 19 95

By [Signature] Residing at Klamath Falls

Notary Public in and for the State of OREGON My commission expires Sept 24, 1995

CELESTIA O

PLATE 10

MODIFICATION OF DEED OF TRUST

MODIFICATION OF DEED OF TRUST

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## 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 \_\_\_\_\_

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## EXHIBIT "A"

3. The land referred to in this policy is situated in the State of Oregon, County of Klamath and described as follows:

The following described property in Klamath County, Oregon:

That portion of the SW 1/4NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Commencing at the quarter corner common to Sections 9 and 10, Twp. 39 S., Rge. 10 East, W.M.; thence North 51 degrees 22'00" East, 1109.24 feet to a 5/8 inch iron pin marking the point of beginning for this description; thence West 741.62 feet to a 5/8 inch iron pin; thence North 339.65 feet to a 5/8 inch iron pin; thence East 539.38 feet to a 5/8 inch iron pin; thence South 28 degrees 22'10" East 122.99 feet to a 5/8 inch iron pin; thence South 36 degrees 40'25" East 111.29 feet to a 5/8 inch iron pin; thence South 28 degrees 32'50" East 161.82 feet to the point of beginning.

TAC#R-3910-10BC-400 KEY# R595975

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 7th day  
of March A.D., 19 95 at 11:03 o'clock A M., and duly recorded in Vol. M95  
of Mortgages on Page 5055

FEE \$15.00

Bernetha G. Letsch, County Clerk  
By Darlene Mulender