

97503

RECORDATION REQUESTED BY:

WESTERN BANK
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

04-03-95 P03:32 RCVD

Vol. M95 Page 8068

WHEN RECORDED MAIL TO:

WESTERN BANK
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

SEND TAX NOTICES TO:

LAWRANCE A. FRANSON and BRENDA A. FRANSON
3047 BEVERLY DRIVE
Klamath Falls, OR 97603

K-45679

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 31, 1995, BETWEEN LAWRANCE A. FRANSON and BRENDA A. FRANSON (referred to below as "Grantor"), whose address is 3047 BEVERLY DRIVE, Klamath Falls, OR 97603; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 30, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded in the office of the County Recorder, Klamath County, Volume M94, Page 18769

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

See attached Description Sheet

The Real Property or its address is commonly known as 3047 BEVERLY DRIVE, Klamath Falls, OR 97603.

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

Interest rate is 9.50% fixed, principal balance is \$120,000.00 and maturity date is extended to June 5, 1995.

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 endorers 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:

X Lawrance A. Franson
LAWRANCE A. FRANSON

X Brenda A. Franson
BRENDA A. FRANSON

LENDER:

WESTERN BANK

By: [Signature]
Authorized Officer

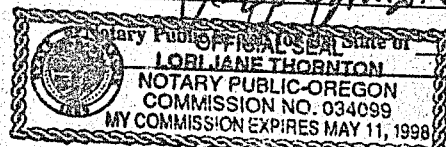
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath Falls) ss

On this day before me, the undersigned Notary Public, personally appeared LAWRANCE A. FRANSON and BRENDA A. FRANSON, 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 31st day of March, 19 95.

By [Signature] Residing at Klamath Falls, Oregon



OREGON My commission expires 5-11-1998

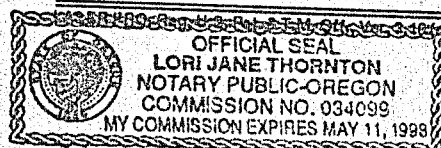
LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) ss

On this 31st day of March, 19 95, 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 [Signature] Residing at Klamath Falls, Oregon

Notary Public in and for the State of OREGON My commission expires 5-11-1998



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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title
of April A.D., 19 95 at 3:32 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 8068

FEE \$15.00

By [Signature] Bernetha G. Letch, County Clerk