

99197

RECORDATION REQUESTED BY:

04-28-95P03:46 RCVD

Vol 95 Page 11024

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



443/4881322
Att # 38284

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 26, 1995, BETWEEN KLAMATH FALLS JAYCEES (referred to below as "Grantor"), whose address is PO BOX 1331, KLAMATH FALLS, OR 97601; 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 April 7, 1992 (the "Deed of Trust") recorded in KLAMATH County, State of Oregon as follows:

RECORDED APRIL 15, 1992 IN THE REAL ESTATE RECORDS OF KLAMATH COUNTY, OREGON, IN VOL M92 OF MORTGAGES ON PAGE 7944

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

LOT 6, BLOCK 23, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON. ALSO THE EASTERLY 10 FEET OF VACATED QUARRY STREET ADJOINING SAID LOT 6.

The Real Property or its address is commonly known as ³⁴¹⁵ ~~5445~~ QUARRY STREET, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R765434. _{D.S. J.}

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

PRINCIPAL INCREASE TO \$16,399.51, EXTEND MATURITY DATE TO APRIL 22, 2005 AND ADD "AMERICANS WITH DISABILITIES ACT" SEE ATTACHED EXHIBIT 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 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:

KLAMATH FALLS JAYCEES

x Sean Lamb President 4/26/95
Authorized Officer

x David J. Swanson 4-26-95
Authorized Officer

LENDER:

UNITED STATES NATIONAL BANK OF OREGON

By: Bridgitte M. Griffin
Authorized Officer

CORPORATE ACKNOWLEDGMENT

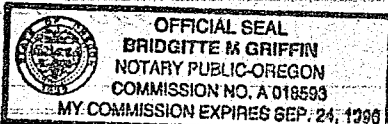
STATE OF OREGONCOUNTY OF KLAMATH

On this 26 day of April, 1995, before me, the undersigned Notary Public, personally appeared

JEAN LAMB AND DAVID J. SWANSON
of KLAMATH FALLS JAYCEES, and known to me to be authorized agent(s) of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: Bridgitte M. Griffin
Notary Public in and for the State of Oregon

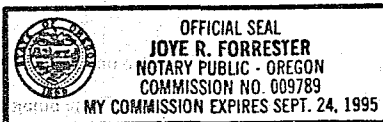
Residing at Klamath Falls OR
My commission expires 9-24-96



MODIFICATION OF DEED OF TRUST

LENDER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Klamath



On this 26 day of April, 1995, before me, the undersigned Notary Public, personally appeared BILL SAVARNO and known to me to be the LOAN OFFICER, 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 J. Forrester Residing at Klamath Falls, OR
Notary Public in and for the State of OREGON My commission expires Sept 24 1995

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COBROVATE VCKMOTEDOMENIL

NOTARIAL CLERK
STATE OF OREGON
COUNTY OF KLAMATH
NOTARY PUBLIC
JOYE R. FORRESTER
COMMISSION NO. 009789
MY COMMISSION EXPIRES SEPT. 24, 1995

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COMMISSION NO. 009789
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MODIFICATION OF DEED OF TRUST



443/4881325

RECORDED ON 11/1/95
BY 11/1/95
AT 11/1/95
KIAMATH FALLS NATIONAL BANK OF OREGON

WHEN RECORDED MUST TO:

RECORDED ON 11/1/95
BY 11/1/95
AT 11/1/95
KIAMATH FALLS NATIONAL BANK OF OREGON

RECORDATION RECORDED BY:

32101

EXHIBIT A

AMERICANS WITH DISABILITIES ACT

- (a) 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; any other federal, state or local laws or ordinances related to disabled access; or any statute, rule, 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, Lender may require a certificate of compliance with the Access Laws and indemnification agreement in a form reasonably acceptable to Lender. Lender may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Lender.
- (b) 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 Lender. In connection with such approval, Lender may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Lender.
- (c) Grantor agrees to give prompt written notice to Beneficiary of the receipt by Grantor of any claims of violation 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.
- (d) Grantor shall indemnify and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and any other proceedings including without limitation reasonable attorneys 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.

Grantor: KLAMATH FALLS JAYCEES

Jean [Signature] President 4/26/95
Authorized Signer

David J. [Signature] Treasurer 4-26-95
Authorized Signer

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title the 28th day
of April A.D., 19 95 at 3:46 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 11024

Bernetha G. Letsch, County Clerk

By [Signature]

FEE \$20.00