

3585

Filed for record at request of:

AFTER RECORDING MAIL TO
WASHINGTON MUTUAL BANK
ATTN.: SPECIAL SERVICES/SAS0307
PO BOX 91006
SEATTLE, WA 98111

on this 31st day of July A.D., 19 95
at 9:38 o'clock A M. and duly recorded
in Vol. M95 of Mortgages Page 19855
Bernetha G. Letsch County Clerk
By [Signature] Deputy.

WASHINGTON MUTUAL, A FEDERAL SAVINGS BANK

Fee: \$10.00
LOAN MODIFICATION AGREEMENT

This agreement is made this day of June 21, 1995 between Donald A. Gates and Jeanie V. Gates, husband and wife, as tenants in common (individually and collectively, if more than one, "Borrower") and Washington Mutual, a Federal Savings Bank (the "Bank").

Borrower has obtained a loan from the Bank (the "Loan") in the original amount of \$5,680.00. Loan is evidenced by a promissory note (the "Note") from Borrower dated September 21, 1994 and secured by a Deed of Trust (the "Deed of Trust") from Borrower dated as of the same date and recorded under Auditor's File No. Book 95, Page 8591, records of Klamath County, Oregon. The Loan covers the property described in the Security Agreement and Deed of Trust.

The Note and Deed of Trust, together with all addendums and riders thereto, are sometimes hereinafter referred to collectively as the "Loan Documents". The indebtedness which is evidenced by the Note and secured by the Deed of Trust is sometimes hereinafter referred to as the "Loan".

Borrower and the Bank now wish to make certain modifications to the loan terms, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. THE SERIAL NUMBER LISTED ON THE SECURITY AGREEMENT AND DEED OF TRUST SHALL BE MODIFIED AS FOLLOWS:

The property includes a 1978 14 X 66 mobile home, Manufacturer Fleetwood, Model Sandpoint, Serial Number ORFL1X807386914. The mobile home shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary.

2. MISCELLANEOUS: Except as herein modified, all terms, covenants and conditions of the Loan Documents remain in full force and effect without modification or change. Each of the undersigned borrowers hereby ratifies and reaffirms such Borrower's personal liability for the payment of the sums owing on the Note, as herein modified, and performance of the other obligations contained in the Loan Documents. Nothing herein shall affect the validity or lien priority of the Deed of Trust, and the Deed of Trust shall remain a lien on the property as security for the payment of all amounts owing on the Note as herein modified.

Dated as of the day and year first above written.

Borrowers:

Donald A. Gates
Donald A. Gates

Jeanie V. Gates
Jeanie V. Gates

Bank: WASHINGTON MUTUAL, A FEDERAL SAVINGS BANK

By:

Lori Bjorklund
Lori Bjorklund
Vice President

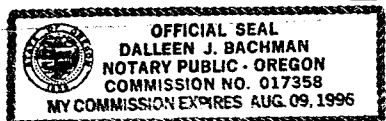
STATE OF ~~WASHINGTON~~ Oregon

COUNTY OF Klamath

THIS IS TO CERTIFY that on this 3rd day of July, 1995, before me, the undersigned, a notary public in and for the state of Oregon, ~~Washington~~ duly commissioned and sworn, personally appeared Donald A. Gates & Jeanie V. Gates described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Dalleen J. Bachman
NOTARY PUBLIC in and for the State of Washington, residing at: Klamath Falls, OR
Commission Expires: Aug 09, 1996



STATE OF WASHINGTON

COUNTY OF KING

On this 14th day of July, 19 95, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared LORI BJORKLUND, to me known to be the VICE PRESIDENT, respectively, of WASHINGTON MUTUAL BANK, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that SHE is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Mary Ann Sheldon
NOTARY PUBLIC in and for the State of Washington, residing at: [Signature]
Commission Expires: 12-28

