

27927

RECORDATION REQUESTED BY:

WESTERN BANK, a division of Washington Mutual Bank
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

96 NOV -6 A11:05

Vol. M96 Page 35060

WHEN RECORDED MAIL TO:

WESTERN BANK, a division of Washington Mutual Bank
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

K-47894

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 30, 1996, BETWEEN CAMERON A. CURTISS, as his sole and separate property (referred to below as "Grantor"), whose address is 21051 Hwy 140 West, Klamath Falls, OR 97601; and WESTERN BANK, a division of Washington Mutual 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 13, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Line of Credit Deed of Trust filed for record on May 16, 1996 in the Real Property Records of Klamath County, clerk's file number 18222, volume M96, page 14204

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

For legal description see Exhibit "A" attached hereto and by this reference made a part hereof

The Real Property or its address is commonly known as 21051 Hwy 140 West, Klamath Falls, OR 97601. The Real Property tax Identification number is 3707-00000-01500, 3707-00000-01600 & 3707-00000-03000.

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

Effective October 30, 1996 the principal amount of the existing indebtedness is decreased to \$248,273.84. The maturity date of the existing indebtedness described above is hereby extended to December 2, 1996, when the entire unpaid principal balance, all accrued and unpaid interest, and all other amounts payable thereunder shall be due and payable

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:

x Cameron A. Curtiss
CAMERON A. CURTISS

Signed, acknowledged and delivered in the presence of:

x _____
Witness

x _____
Witness

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MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

WESTERN BANK, a division of Washington Mutual Bank

By: [Signature]
Authorized Officer

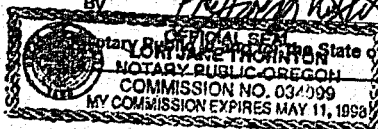
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS

On this day before me, the undersigned Notary Public, personally appeared CAMERON A. CURTISS, to me known to be the individual described in deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of October, 19 96

By [Signature] Residing at Klamath Falls, OR 97601
My commission expires 5-11-1998



LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS

On this 30th day of October, 19 96 before me, the undersigned Notary Public, personally appeared Charles R. Skyberg and known to me to be the AVP/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 97601
Notary Public in and for the State of OREGON My commission expires 5-11-1998

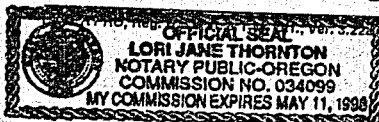


EXHIBIT "A"

Located in Klamath County, State of Oregon (the "Real Property"):

The following described real property situated in Klamath County, Oregon: Township 37 South, Range 7 East of the Willamette Meridian: Section 8: NW1/4SW1/4, S1/2SW1/4, NE1/4SW1/4, SE1/4. Section 9: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9; N1/2SW1/4, NW1/4SE1/4. Also that part of the SW1/4SW1/4 described as follows: Beginning at the Southwest corner of said subdivision; thence North along the West line of said subdivision to the Northwest corner thereof; thence East along the North line of said subdivision to the Northeast corner thereof; thence Southwesterly along a straight line to the point of beginning. Section 17: N1/2NW1/4.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 6th day
of November A.D., 1996 at 11:05 o'clock A. M., and duly recorded in Vol. M96,
of Mortgages on Page 35060.

FEE \$20.00

Bernetha G. Letsch, County Clerk

By Kathleen L. L...