

37218

RECORDATION REQUESTED BY:

97 MAY -6 P2:43

Vol. 1997 Page 13848

WESTERN BANK, a division of Washington Mutual Bank
421 South 7th Street
P.O. Box 689
Klamath Falls, OR 97601-0322

WHEN RECORDED MAIL TO:

WESTERN BANK, a division of Washington Mutual Bank
421 South 7th Street
P.O. Box 689
Klamath Falls, OR 97601-0322

SEND TAX NOTICES TO:

William Ellis Adams
2545 California Street
Klamath Falls, OR 97601

K-47448

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 30, 1997, BETWEEN William Ellis Adams (referred to below as "Grantor"), whose address is 2545 California Street, 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 689, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 6, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 7, 1996, in Volume M96 and Page 13033, Klamath County, State of Oregon.

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

Lot 1, Block 18, Linkville, (now the City of Klamath Falls), according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and a portion of vacated 3rd Street, 120 feet in length and 2 feet wide, adjacent to said Lot 1, excepting a strip of land 8 feet wide off the Northerly end thereof for use for an alley through said block.

The Real Property or its address is commonly known as 239 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is R476087.

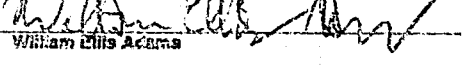
MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to May 5, 1998.

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 
William Ellis Adams

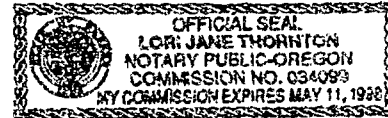
LENDER:

WESTERN BANK, a division of Washington Mutual Bank

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss



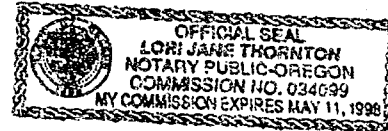
On this day before me, the undersigned Notary Public, personally appeared William Ellis Adams, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of May, 19 97.

By [Signature] Residing at Klamath Falls, Oregon
Notary Public in and for the State of Oregon My commission expires 5-11-1998

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss



On this 2nd day of May, 19 97, 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
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 the 6th day
of May A.D., 19 97 at 2:43 o'clock P. M., and duly recorded in Vol. 197
of Mortgages on Page 13848

FEE \$15.00

by [Signature]
Bernetha G. Leisch, County Clerk