48/124

RECORDATION FIEQUESTED BY:

'97 WESTERN BANK a division of Washington Marual Bank 421 South 7th Streat P.O. Box 669 Klemath Falls, OFI 97601-0322

WHEN RECORDED MAIL TO:

WESTERN BANK, a division of Washington Marual Bank 421 South 7th Street P.O. Box (69 Klamath Falls, Oli 97601-0322

SEND TAX NOTICES TO:

Konneth S. Dugan 522 Pacific Terrace Klamath Falls, Oli 97601 AlvERIFICE, has recorded this instrument by request as an accomposition only, and he shot examined it for requiatily and sufficiency or as to its effect upon the title to any teel preparty that may be described therein.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Val MOIT Page 37168

MODIFICATION OF DEED OF THUST

10 P3:41

THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 13, 1997, BETWEEN Kenneth S. Dugan (referred to below as "Grantor"), whose address is 522 Pacific Terraco, Klamath Fulls, OF 97601; and WESTERN BANK, a division of Washington Mutual Bank (referred to below as "Lender"), whose address is 421 South 710 Street, P.O. Box 669, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Granter and Lender have enterty: into a Deed of Trust dated August 29, 1389 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded September 1, 1989 In Klamath County In Vol. Nill9 of Mortgages on Page 16537

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

See Exhibit "A" attached hereto and by this reference incorporated herein

MTC, 1396-8689

The Real Property or its address is commonly known as 677 South Seventh Street, Klamath Falls, OR 97601. The Real Property tax Identification number is 3800 032AD 03200, 3809 032AD 01300,3809 033BC 0700,3809 033BC 07300.

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

Pursuant to the execution of that cartain Change in Terms Agreement of even data herewith, Grantor hereby agrees that the maturity data of the Deed is extended to April 13, 1938; repayment is hureby described as mentioned in the before mentioned Change in Terms Agreement. Effective October 13, 1937, the Principal Amount of the Note is hereby reduced to \$235,614.89

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 viave 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 treat an sliable all parties to the Deed of Trust and all parties, and endorses: 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 releated 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 itersor consents to the Ocean and provisions :# 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

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