

33108

Vol. 177 Page 4681

RECORDATION REQUESTED BY:

93 FEB 13 11 04

Washington Mutual Bank doing business as Western Bank
421 South 7th Street
P.O. Box 663
Klamath Falls, OR 97601-0322

WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank
421 South 7th Street
P.O. Box 663
Klamath Falls, OR 97601-0322

SEND TAX NOTICES TO:

Ervin James Thornton also know as Ervin J. Thornton and
Elsie Deane Thornton
4360 Homedale Road
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

K75881

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 1999, BETWEEN Ervin James Thornton also know as Ervin J. Thornton and Elsie Deane Thornton (referred to below as "Grantor"), whose address is 4360 Homedale Road, Klamath Falls, OR 97603; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 663, Klamath Falls, OR 97601-0322.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 22, 1995 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recorded December 26, 1995 in Klamath County, Document No. 11163, Volume M35, Page 35395

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

Lots 1, 9, 10, 11, and 12, and the Southerly 1 Foot of Lot 13 in Block 13, of INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 522 Adlum Street, Klamath Falls, OR 97601. The Real Property tax identification number is R478979 & R478988.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Pursuant to the execution of that certain Note of even date herewith, Grantor hereby agrees that the maturity date of the Mortgage is extended to February 10, 1999 and the principal amount is increased to \$35,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Ervin James Thornton
Ervin James Thornton also known as Ervin J. Thornton

x Elsie Deane Thornton
Elsie Deane Thornton

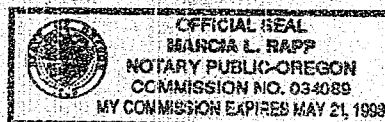
LENDER:

Washington Mutual Bank doing business as Western Bank

By [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss

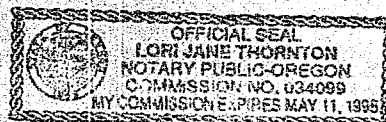


On this day before me, the undersigned Notary Public, personally appeared Ervin James Thornton also known as Ervin J. Thornton and Elsie Deane Thornton, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of February, 19 98
By Marcia L. Rapp Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 5/21/99

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss



On this 10th day of February, 19 98, 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 5-11-1999

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 13th day
of February A.D., 19 98 at 11:04 o'clock A. M., and duly recorded in Vol. 1998
of Mortgages on Page 4664

FEES \$15.00

By Bernetha G. Letsch, County Clerk
[Signature]