

53226

## RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

'98

FEB 17 P3:02

Vol. 1998 Page 4994

## WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

## SEND TAX NOTICES TO:

Chiloquin Family Practice, Inc. P.C.  
P.O. Box 436  
Chiloquin, OR 97624

K51496

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 3, 1998, BETWEEN Chiloquin Family Practice, Inc. P.C., as tenants by the entirety (referred to below as "Grantor"), whose address is P.O. Box 466, Chiloquin, OR 97624; and Washington Mutual Bank doing business as Western 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 November 3, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded November 3, 1997 in Klamath County, Instrument No. 48070

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

Lots 1, 2 and 3, Block 1, West Chiloquin, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, SAVING AND EXCEPTING that portion deed to the City of Chiloquin in Deed Volume 317 on page 475, records of Klamath County, Oregon.

The Real Property or its address is commonly known as 103 Wasco, Chiloquin, OR 97624. The Real Property tax identification number is 3407-34DC-3000-3100 and 2900.

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

Pursuant to the execution of that certain Change in Terms Agreement of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to February 3, 2010 and the note rate is changed from a fixed 9.00% to the 3 year treasury constant plus 3.00%, adjusted every 3 years.

**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, 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.

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02-03-1998  
Loan No 0001

MODIFICATION OF DEED OF TRUST  
(Continued)

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Chiloquin Family Practice, Inc. P.C.

By: Lawrence L. Cohen, M.D., President

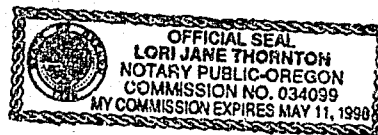
LENDER:

Washington Mutual Bank doing business as Western Bank

By: Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss



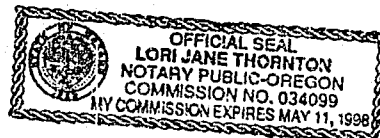
On this 3rd day of February, 19 98, before me, the undersigned Notary Public, personally appeared Lawrence L. Cohen, M.D., President of Chiloquin Family Practice, Inc. P.C., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: Lawrence L. Cohen, M.D.  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon  
My commission expires 5-11-1998

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss



On this 3rd 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: Charles R. Skyberg  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon  
My commission expires 5-11-1998

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 17th day of February, A.D., 19 98 at 3:02 o'clock P.M., and duly recorded in Vol. M98 of Mortgages on Page 4994

FEE \$15.00

By: Bernetha G. Letsch, County Clerk