

53834

## 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 27 AM 1:15

Vol. 1998 Page 6395

## 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:

Mary Hyde Martin  
2705 California  
Klamath Falls, OR 97601

K-47185

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 27, 1998, BETWEEN Mary Hyde Martin, an estate and fee simple (referred to below as "Grantor"), whose address is 2705 California, Klamath Falls, OR 97601; 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 September 27, 1994 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded September 27, 1994 in Klamath County, Oregon, Instrument No. 30290

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

S 1/2 of Lots 4 and 5 in Block 18. Buena Vista Addition to the City of Klamath Falls, Oregon, 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 2705 California, Klamath Falls, OR 97601.

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

The maturity date of the existing indebtedness described above is hereby extended to November 20, 2004, when the 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 Mary Hyde Martin  
Mary Hyde Martin

LENDER:

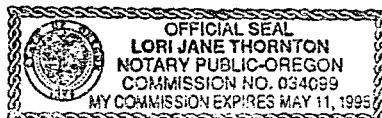
Washington Mutual Bank doing business as Western Bank

By:

[Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this day before me, the undersigned Notary Public, personally appeared Mary Hyde Martin, 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.

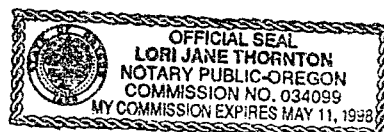
Given under my hand and official seal this 26th day of February, 19 98.

By [Signature] Residing at Klamath Falls

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 26th 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  
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 First American Title the 27th day  
of February A.D., 19 98 at 11:15 o'clock A M., and duly recorded in Vol. M98  
of Mortgages on Page 6395

FEE \$15.00

By [Signature] Bernetha G. Leisch, County Clerk