

56688

Vol. 1198 Page 13044

RECORDATION REQUESTED BY:

'98 APR 20 P2:13

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

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:

Dale A. Newnham and Madaline F. Newnham
27666 Highway 50
Merrill, OR 97633

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 10, 1998, BETWEEN Dale A. Newnham and Madaline F. Newnham, as tenants by the entirety (referred to below as "Grantor"), whose address is 27666 Highway 50, Merrill, OR 97633; 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 April 16, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded April 17, 1997 in Klamath County, OR. as Document No. 97-36263

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

Government Lots 12 and 13, Section 18, Township 41 South, Range 12 East of the Willamette Meridian, also known as Farm Unit E, according to the Farm Unit Plat; EXCEPTING THEREFROM that portion conveyed to Great Northern Railway Company by Deed dated April 17, 1931, recorded April 27, 1931, in Deed Volume 95, Page 147, Deed Records of Klamath County, Oregon

The Real Property or its address is commonly known as 27666 Highway 50, Merrill, OR 97633. The Real Property tax identification number is R111015.

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 April 16, 1999.

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 endorsers 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 Dale A. Newnham
Dale A. Newnham

Madaline F. Newnham
Madaline F. Newnham

OK
15-

04-10-1998
Loan No 0101

MODIFICATION OF DEED OF TRUST
(Continued)

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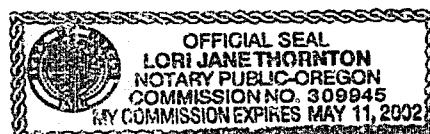
LENDER:

Washington Mutual Bank doing business as Western Bank

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss
COUNTY OF Klamath)



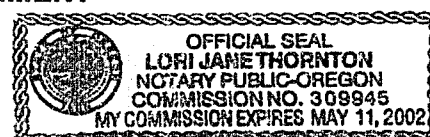
On this day before me, the undersigned Notary Public, personally appeared Dale A. Newnham and Madaline F. Newnham, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of April, 19 98.

By [Signature] Residing at Klamath Falls, Oregon
Notary Public in and for the State of Oregon My commission expires 5-11-2002

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) ss
COUNTY OF Klamath)



On this 14th day of April, 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 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 5-11-2002

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Washington Mutual Bank the 20th day
of April A.D., 19 98 at 2:13 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 13044.

FEE \$15.00

By [Signature] Bernetha G. Letsch, County Clerk