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Vol. <u>M98</u> Page 15616

When R∈corded Wail to: Nationwide Recording Service 17352 Daimler Street, Ste 200 Invine, CA 92614 Code: WFD

Wells Pargo Berik, N.A.
William Barnli art Loan Center
P.O. Eox 5140
Portland, OR 57208-5140
Attn: Collateral Control

For Recorder's Use Only

## MODIFICATION AGREEMENT (EQUITY LOANS)

1397249 5001 981031148390

This Modification Agreement is exterd into as if this 28 thder of APRIL 1998 DALE R. BECKMAN AND GLENDA G. EECKMAN, AS TENANTS BY THE

by and between

(individually or collectively, "Current Trustor/Llongagor") and Wells Fargo Bank, N.A., ("Bank") successor in interest to FIRST INTERSTATE BANK 0: OREGON

WHEREAS, Current Trustor/Mortgagor is the owner of that certain real property described as follows (the "Property"):

ASSESSOR'S PARCEL NUMBER (APN): 4: 39-500-700 THE NORTHEAST QUARTER OF THE NOTTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 SCUTH, RANGE 9 EAST OF THE WILL METTE MERIDIAN, KLAMATH COUNTY, OREGON.

WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage vehich was recorded on JUNE 17, 1996 as Instrument Number 19988 in Book N/A at State of OR ("Security Instrument"), which see that certain promissory note dated 6/10/96 ("Prior Note"), including any amendments thereto.

WHEREAS, the obligors under the Prior Note continue to owe amounts thereunder under the Prior Note and desire to obtain a new advance, and both obligations have been consolidated into a new promissory note ("Consolidated Note") in the amount of:

FORTY THOUSAND AND 00/100 DOLLARS
(\$40,000.00 ); and

WHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated

WHEREAS, it is the intention of the parties that the obligations under the Prior Note will retain their current priority under the Security Intrument;

W341A (2/98)

Page I of 4

## NOW THEREFORE, the parties hereto agree as follows:

1. The Security Instrument is hereby it addited to provide that the obligations secured thereby are the obligations evidenced by and arising under the Consolidated Note dated 04-28-1998 in the amount of FORTY THOUSAND AND 00/10C DULLARS

(5: 40,000.00

in favor of Bank.

- 2. The Security Instrument is hereby modified to provide that the maturity date of the obligations secured by the Security Instrument is 04-10-2018
- 3. If the Security Instrument is a Decil of Trust, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale; transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such right by Beneficiary is prohibited by law.

4. If the Security Instrument is a Mortgage, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Proporty or any interest therein, then at its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

- 5. The real property and the whole thereof described in the Security Instrument shall remain subject to the lien, charge or encumbrance of the Security Instrument and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Security Instrument or the priority thereof ever other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Prior Note, the Consolidated Note and/or the Security Instrument.
- 6. All terms and conditions of the Sec rity Instrument not expressly modified herein remain in full force and effect, without valver or amendment. This modification and the Security Instrument shall be read together as one document.

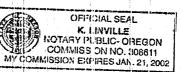
W3413 (7/98)

In witness whereof, the parties hereto have caused this Modification to be executed as of the day and year first

CURRENT TRUSTOR		
ARCP BU	el-	4/20/58
Mo		Date
CLENDA G BECKMAN	Sat ne	4/29/98
		Date
		Date
		Date
WEXTS FARGO BANK, N.A.	~° Q_	
BY 1-4 100		 5-4-98
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## ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CONTRACTOR	n d	12.	012		
on 4-30-92	perpre		in el	0	County s
personally appeared_	100	12200	11272_	\Z	- 110
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## ALL-PURPOSE ACKNOWLEDGMENT

ľ	STATE OF OREG	on .	WASHI	GTON		County	} ss:	1
	On 5/4	198	befc	re me, DON	NA M. HARDY			
	personally appeared	d: CRYSTAI	. MAULDIN					
	personally known acknowledged to his/her signature of executed the instru	rne that helsh	ie executed	the same	in his/her auth	orized capacity	and that he	
i.	WITNESS my Signature:		1.0	4-	(Se: 35)	1843 (5 <b>5555</b>	5525 <del>5</del>	
	DONNA M. HAR	DY				OFFICIAL SEAL  1) DIMNIA M. HARE NOTARY PUBLIC-DREG		
	Name (typed or	printed)				CO AVISSION 110. 0.38	112 🕠	
	My Commission ex	pires: 10-0	-00	<u>La la sala</u>	<b>SS</b> SS SS	DVMIS ON EXPRES DOT 1.	7000 PE	
STATI	E OF OREGON: COU	TY OF KLAM	ATH: ss.					
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of	or record at request of leay	AD 10 68	W(2	LIS Sargo	A 15	the	8th	day
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FIEE	\$30.00				// ,B	ernetha G. Leisch, C	County Clerk	