

When Recorded Mail to:  
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 17352 Daimler St. #200  
 Irvine, CA 92614  
 Code: WFD

Wells Fargo Bank, N.A.  
 William Barnhart Loan Center  
 P.O. Box 5140  
 Portland, OR 97208-5140  
 Attn: Collateral Control

98 MAY 23 P1:20

### MODIFICATION AGREEMENT (EQUITY LOANS)

For Recorder's Use Only  
 1745271 5001  
 980931032470

This Modification Agreement is entered into as of this 14th day of MAY 1998  
 MELVIN R. HAAS

by and between

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

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

ASSESSOR'S PARCEL NUMBER (APN): R445904  
 NORTH HALF OF LOT 1 IN BLOCK 2 OF BRYANT TRACTS NO. 2, ACCORDING TO THE  
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
 COUNTY, OREGON

WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage which was recorded on  
 OCTOBER 23, 1995 as Instrument Number N/A in Book M95 at  
 Page 28908 of the official records in the Office of the Recorder of KLAMATH County,  
 State of OR ("Security Instrument"), which secures that certain promissory note dated 10/17/95 ("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:

THIRTY THOUSAND AND 00/100 DOLLARS  
 (\$30,000.00); and

WHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated Note by the Security Instrument; and

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

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NOW THEREFORE, the parties hereto agree as follows:

1. The Security Instrument is hereby modified to provide that the obligations secured thereby are the obligations evidenced by and arising under the Consolidated Note dated 05-14-1998 in the amount of  
THIRTY THOUSAND AND 00/100 DOLLARS  
(\$ 30,000.00 )

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 05-10-2028 .

3. If the Security Instrument is a Deed 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 Property 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 over 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 Security Instrument not expressly modified herein remain in full force and effect, without waiver or amendment. This modification and the Security Instrument shall be read together as one document.

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

## CURRENT TRUSTOR

Melvin R Haas  
MELVIN R HAAS

5-15-98  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WELLS FARGO BANK, N.A.

BY: \_\_\_\_\_, Authorized Signer

\_\_\_\_\_  
Date

18093

## ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Oregon, Klamath County ss.  
 On May 15, 1998 before me, Cheryl A. Hugulest  
 personally appeared Melvin R. Haas

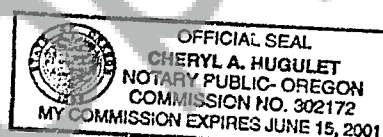
☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature: Cheryl A. Hugulest

Cheryl A. Hugulest  
 Name (typed or printed)

My Commission expires: 6-15-2001



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Wells Fargo Bank  
 of May A.D., 1998 at 1:20 o'clock P. M., and duly recorded in Vol. M98  
 of Mortgages on Page 18090  
 FEE \$25.00  
 By Bernetha G. Letsch, County Clerk  
Kathleen Ross