

62270

Vol. 1798 Page 25158

RECORDATION REQUESTED BY: '98 JUL 14 A9:58

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:

Pepper Robinette, Bonnie Robinette, Craig B. Robinette and
Terri Robinette
P.O. Box 568
Merrill, OR 97633

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 29, 1998, BETWEEN Pepper Robinette, Bonnie Robinette, Craig B. Robinette and Terri Robinette, who acquired title as Pepper Robinette, Bonnie Robinette, as tenants by the entirety as to an undivided 1/2 interest and, Craig B. Robinette and Terri Robinette, as tenants by the entirety as to an undivided 1/2 interest all as tenants in common, (referred to below as "Grantor"), whose address is P.O. Box 568, 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.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 12, 1993 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recorded June 1, 1993 in Klamath County, Document No. 62295

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

See Exhibit "A" attached hereto and by this reference incorporated herein

The Real Property or its address is commonly known as 237 E. Front Street, Merrill, OR 97633. The Real Property tax identification number is R123020; R123039.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

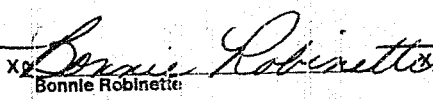
Pursuant to the execution of that certain Change in Terms Agreement of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to July 12, 2001 and the Principal Amount of the existing indebtedness is hereby increased to \$85,464.00..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:


Pepper Robinette


Bonnie Robinette


Craig B. Robinette


Terri Robinette

ck
25-

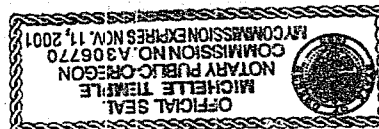
LENDER:

Washington Mutual Bank doing business as Western Bank

By: Bridgette Griffin Smith
Authorized Officer

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF KLAMATH)



On this 1 day of July, 1998, before me, the undersigned Notary Public, personally appeared BRIDGETTE GRIFFIN SMITH and known to me to be the BUSINESS BANKING OFFICER, 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 Michelle Temple Residing at 421 S. 7th St. Klamath Falls, OR 97601
Notary Public in and for the State of OREGON My commission expires NOV. 11, 2001

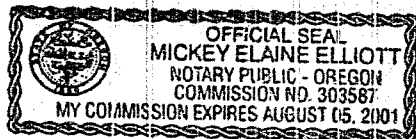
INDIVIDUAL

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 30th day of June, 1999, before me, the undersigned Notary Public, personally appeared Ralynette and known to me to be the individuals, 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 Trickey Elliott Residing at Merrill, Oregon
Notary Public in and for the State of Oregon My commission expires 8-05-2001



PARCEL 1:

A portion of Government Lot 2, Section 12, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of Section 12, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence East along the section line 532 feet; thence South 40 feet to the South line of the highway for the true point of beginning, being the Northwest corner of the property herein described; thence East along the South line of said highway a distance of 95 feet; thence South 120 feet, more or less, to Lost River; thence upstream along Lost River to a point South of the true point of beginning; thence North 145 feet, more or less, to the point of beginning.

PARCEL 2:

A portion of Government Lot 2, Section 12, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:


Commencing at a point which lies East along the section line a distance of 627 feet and South a distance of 40 feet from the monument which marks the section corner common to Sections 1, 2, 11 and 12, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; and extending thence East and parallel to the North line of said Section 12 and 40 feet Southerly at right angles therefrom, a distance of 26 feet; thence South to the North bank of Lost River; thence Westerly, following the North bank of Lost River, to a point which lies South of the point of beginning; thence North to the point of beginning.

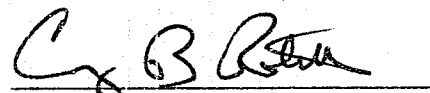
PARCEL 3:

A portion of Government Lot 2, Section 12, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

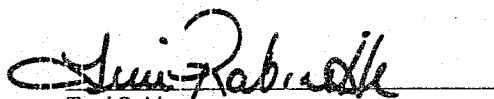
Commencing at a point which lies East along the section line a distance of 388.5 feet and South a distance of 40 feet from the monument which marks the section corner common to Sections 1, 2, 11 and 12, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; and extending thence East and parallel to the North line of said Section 12 and 40 feet Southerly at right angles therefrom, a distance of 143.5 feet; thence South to the North bank of Lost River; thence Southwesterly following the North bank of Lost River, to a point which lies South of the point of beginning.

CODE 228 MAP 4110-12BB TL 701
CODE 228 MAP 4110-12BB TL 800
CODE 228 MAP 4110-12BB TL 900


Pepper Robinette


Craig B. Robinette


Bonnie Robinette


Terri Robinette

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of _____ the 14th day
of July A.D., 19 98 at 9:58 o'clock A. M., and duly recorded in Vol. M98
of _____ on Page 25158
Mortgages

Bernetha G. Letsch, County Clerk

FEE \$25.00

By 