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## WHEN RECORDED MAIL TO:

U. S. BANK NATIONAL ASSOCIATION  
PL-7 OREGON COMMERCIAL LOAN SERVICING  
555 S. W. OAK  
PORTLAND, OR 97204

434-7708559995

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 30, 1995, BETWEEN Rookstool & Alter Certified Public Accountants, who took title as ROOKSTOOL and ALTER, a CO-PARTNERSHIP Consisting of JACK L. ROOKSTOOL and MARTIN D. ALTER (referred to below as "Grantor"), whose address is 4745 S. 6th Street, Klamath Falls, OR 97603; and U. S. BANK NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is PL-7 OREGON COMMERCIAL LOAN SERVICING, 555 S. W. OAK, PORTLAND, OR 97204.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated December 21, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded December 22, 1995, Volume 144, Page 344-63

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

See attached Exhibit A for legal description.

The Real Property or its address is commonly known as 4745 S. 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 3609-0028D-03600, 062040.

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

The original note has been modified as follows: pursuant to a change in terms dated September 30, 1995 together with all renewals, modifications, extensions, refinancings of and substitutions for the note, the amount of the note has been increased by \$232,515.50, from \$100,599.74, to \$333,115.24.

ACCESS LAWS. Grantor agrees that Grantor and the Property shall at all times strictly comply with the requirements of the Americans with Disabilities Act of 1990; the Fair Housing Amendments Act of 1988; any other federal, state or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Lender may require a certificate of compliance with the Access Laws and indemnification agreement in a form reasonably acceptable to Lender. Lender may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Lender.

Notwithstanding any provisions set forth herein or in any other document, Grantor shall not alter or permit any tenant or other person to alter the Property in any manner which would increase Grantor's responsibilities for compliance with the Access Laws without the prior written approval of Lender. In connection with such approval, Lender may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Lender.

Grantor agrees to give prompt written notice to Beneficiary of the receipt by Grantor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

Grantor shall indemnify and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings including without limitation reasonable attorneys fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Grantor under this section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure.

All other terms and conditions shall remain the same.

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, 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 change 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.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Rockwood & Alter Chartered Public Accountants

Paul Rockwood Partner  
Authorized Signer

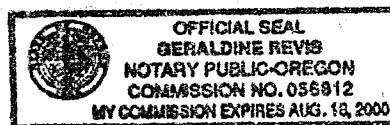
LENDER:

U. S. BANK NATIONAL ASSOCIATION

By Anthony V.P.  
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Clatsop



On this 30 day of Sept., 1998, before me, the undersigned Notary Public, personally appeared

, and known to me to be partner(s) or designated agent(s) of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Jack A. Astabach Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires Aug. 18, 2000

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

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This Exhibit "A" is attached to and by this reference is made a part of the Modification to Deed of Trust, Certificate of Compliance with Access Laws and Indemnification Agreement and Certificate and Indemnity Regarding Hazardous Substances, dated September 30, 1998, and executed in connection with a loan or other financial accommodations between U.S. Bank National Association and Rocketstool & Alter Certified Public Accountants (Borrower).

## EXHIBIT A

The following described real property sitsuate in Klamath County, Oregon:

A portion of the SE 1/4 NW 1/4 of Section 2 Township 39 S.R. 9 E.W.M., more particularly described as follows: Beginning at a one-inch axle marking the Southwesterly corner of Lot 82 of Pleasant Home Tracts, a duly recorded Subdivision; thence North 89°24'30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00°35'00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88°59'04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00°35'00" West a distance 115.88 feet to the true point of beginning of this description; thence continuing North 00°35'00" West 155.05 feet to a P-K Nail; thence North 45°25'00" East 27.79 feet to a P-K Nail; thence South 83°35'00" East 122.52 feet to a P-K Nail on the Easterly line of that parcel of land as described in Deed Volume M-72, page 760, records of Klamath County, Oregon; thence South 00°35'00" East along said Easterly line a distance of 167.00 feet; thence South 88°59'04" West a distance of 142.50 feet to the true point of beginning. Bearings based on Survey No. 1480 as recorded in the office of the Klamath County Surveyor.

SAVING AND EXCEPTING the following described parcel of real property:

A portion of the SE 1/4 NW 1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a 1 inch axle marking the Southwesterly corner of Lot 82, Pleasant Home Tracts, a duly recorded subdivision; thence North 89°24'30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00°35'00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88°59'04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00°35'00" West a distance of 115.88 feet to the true point of beginning of this description, as marked by a 1/2 inch iron pin; thence North 88°59'04" East 142.50 feet to a 1/2 inch iron pin on the easterly line of that parcel of land as described in Deed Volume M-72, page 760, Records of Klamath County, Oregon; thence along said easterly line North 00°35'00" West 38.55 feet to a 5/8 inch iron pin; thence South 89°25'00" West 142.52 feet to a 5/8 inch iron pin; thence South 00°35'00" East 39.47 feet to the true point of beginning, containing 5559.71 Square feet (0.13 acres) more or less, with bearings based on Survey No. 1480, as recorded in the office of the County Surveyor.

Grantor: Rocketstool & Alter Certified Public Accountants

By: 

Authorized Signer

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Bank National the 26th day of October A.D., 19 98 at 3:45 o'clock P. M., and duly recorded in Vol. M98 of Mortgages on Page 39182.

FEE \$20.00

By Bernetha G. Letsch, County Clerk  
Kathleen Roesel