

# RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501-0225

## WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501-0225

## SEND TAX NOTICES TO:

Nancy J. Charley  
3497 Edella  
Central Point, OR 97502

AMERITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 12, 1998, BETWEEN Nancy J. Charley (referred to below as "Grantor"), whose address is 3497 Edella, Central Point, OR 97502; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501-0225.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated October 27, 1995 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded November 1, 1995 in the official records of Klamath County, State of Oregon as Document No. 8521 in Volume M55 at Page 29844

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded 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 35800 Clover Creek Road, Klamath Falls, OR 97601. The Real Property tax identification number is 3805-00000-00900.

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 November 12, 2001.

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 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:

*Nancy J. Charley*  
Nancy J. Charley

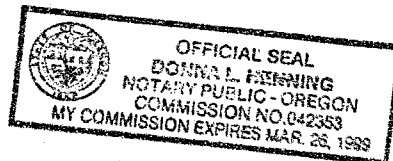
LENDER:

Washington Mutual Bank doing business as Western Bank

By: *[Signature]*  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Jackson ) ss



On this day before me, the undersigned Notary Public, personally appeared Nancy J. Charley, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of November, 19 98.  
By Donna L. Henning Residing at Medford, Or  
Notary Public in and for the State of Oregon My commission expires 3/26/99

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
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 \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ Amerititle \_\_\_\_\_ the \_\_\_\_\_ 18th \_\_\_\_\_ day  
of \_\_\_\_\_ November \_\_\_\_\_ A.D. 19 98 at 3:33 o'clock P. M., and duly recorded in Vol. M98  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 42326

FEE \$15.00

By \_\_\_\_\_ Bernetha G. Letsch, County Clerk