

71605

RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank
300 East Main Street
P.O. Box 4370
Medford, OR 97501-0168

Vol. M98 Page 46063

98 DEC 16 P3:21

WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank
300 East Main Street
P.O. Box 4370
Medford, OR 97501-0168

SEND TAX NOTICES TO:

Michael C. Scott and Nikolle L. Scott
5762 Glenridge Way
Klamath Falls, OR 97603

MTC 1396-9576

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 14, 1998, BETWEEN Michael C. Scott and Nikolle L. Scott, husband and wife (referred to below as "Grantor"), whose address is 5762 Glenridge Way, Klamath Falls, OR 97603; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 300 East Main Street, P.O. Box 4370, Medford, OR 97501-0168.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated October 14, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded October 16, 1998 in the official records of Klamath County, State of Oregon in Volume M98 at Page 37972 as Document No. 68019.

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

Lot 18 of TRACT 1325 - SILVER RIDGE ESTATES - FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as NNA, Klamath Falls, OR 97601. The Real Property tax identification number is 3908-02200-03400.

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 of the Deed is extended to January 12, 1999.

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, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust 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 DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Michael C. Scott
Michael C. Scott

x Nikolle L. Scott
Nikolle L. Scott

LENDER:

Washington Mutual Bank doing business as Western Bank

By: Julia B. Brathie
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared Michael C. Scott and Nikolle L. Scott, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

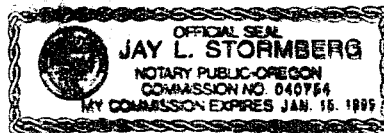
Given under my hand and official seal this 14th day of December, 19 98.

By Jodi L. Tuter Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon My commission expires 8-3-01

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson) ss



On this 11th day of December, 19 98, before me, the undersigned Notary Public, personally appeared Julia B. Brattie and known to me to be the Loan 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 Jay L. Stormberg Residing at Medford, OR
Notary Public in and for the State of Oregon My commission expires 1/16/99

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 16th day
of December A.D., 19 98 at 3:21 o'clock P. M., and duly recorded in Vol. M98,
of Mortgages on Page 46063.

FEE \$15.00

By Kathleen Ross Bernetha G. Letsch, County Clerk