

71946

RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank
2885 South Sixth Street
P.O. Box 1864
Klamath Falls, OR 97601-0234

Vol. M98 Page 46863

98 DEC 22 P3:31

WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank
2885 South Sixth Street
P.O. Box 1864
Klamath Falls, OR 97601-0234

SEND TAX NOTICES TO:

Richard E. Otski and Emily C. Otski
6730 Kimberly Court
Klamath Falls, OR 97603

AMERITITLE, 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.

MTC 1396-9594

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 17, 1998, BETWEEN Richard E. Otski and Emily C. Otski, as tenants by the entirety (referred to below as "Grantor"), whose address is 6730 Kimberly Court, Klamath Falls, OR 97603; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 2885 South Sixth Street, P.O. Box 1864, Klamath Falls, OR 97601-0234.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 6, 1993 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recorded January 25, 1993 at recording number 56285 in Volume M93 Page 804

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 6730 Kimberly Court, Klamath Falls, OR 97603. The Real Property tax identification number is R505359.

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 amount of this Deed is increased to \$150,000.00.

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:

x Richard E. Otski
Richard E. Otski

x Emily C. Otski
Emily C. Otski

LENDER:

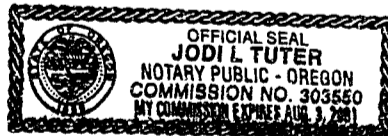
Washington Mutual Bank doing business as Western Bank

By:

J. Tuter
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



On this day before me, the undersigned Notary Public, personally appeared Richard E. Otski and Emily C. Otski, to me known to be the individuals described in and who executed the Modification of Mortgage, 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 17th day of December, 19 98.

By J. Tuter Residing at Klamath Falls, OR
Notary Public in and for the State of Oregon My commission expires 8-9-01

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LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF KLAMATH)



On this 17 day of December, 19 98, before me, the undersigned Notary Public, personally appeared Sandra A Hill and known to me to be the 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 Sandra A Hill Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 7-14-2001

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Exhibit A

Lots 30 and 31, Block 3, Tract No. 1120, SECOND ADDITION TO EAST HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPT THEREFROM that portion of said Lot 30 more particularly described as follows: Beginning at a point on the East line of Lot 29, Block 3, of said Tract No. 1120, said point being South 70.00 feet from the center of the cul-de-sac of Kimberly Court; thence North 20.00 feet; thence Northeasterly along the arc of said cul-de-sac (thru a central angle of 20 degrees 09'08") 17.59 feet; thence South 36 degrees 45'3" West 26.78 feet to the point of beginning. ALSO EXCEPTING THEREFROM the Easterly 10 feet of Lot 31 in Block 3 of said Second Addition to East Hills Estates, Tract 1120.

The Real Property or its address is commonly known as 6730 KIMBERLY CT, KLAMATH FALLS, OR 97605.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 22nd day
of December A.D., 19 98 at 3:31 o'clock P M., and duly recorded in Vol. M98
of Mortgages on Page 46863

FEE \$15.00

By Kathleen Rees Bernetha G. Letsch, County Clerk