

75612

RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

99 MAR -4 A11:16

Vol. M99 Page 7678

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:

Andrew A. Patterson
2667 Front Street
Klamath Falls, OR 97601

982544

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 3, 1999, BETWEEN Andrew A. Patterson (referred to below as "Grantor"), whose address is 2667 Front Street, Klamath Falls, OR 97601; 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.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated August 25, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded August 25, 1998 in the official records of Klamath County, State of Oregon as Document No. 65151 Vol. M99 Page 31294.

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

Lots 16, 17, 18, 19, 20, 21 and 22, Block D, HOMECREST, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated Cilmax Avenue which: Inured thereto by Order of Vacation recorded in Book 286 at Page 19, Deed Records of Klamath County, Oregon. EXCEPTING THEREFROM that portion of Lot 16 lying within the I-C-5 Drain.
CODE 41 MAP 3909-3AB TL 1800
CODE 41 MAP 3909-3AB TL 1700

The Real Property or its address is commonly known as 1900 Burns Space #6 and Space #18, Klamath Falls, OR 97601. The Real Property tax identification number is M44805 and M30825.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:
Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the principal amount is increased to \$220,000.00.

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, 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:

Andrew A. Patterson
Andrew A. Patterson

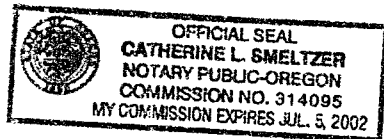
LENDER:

Washington Mutual Bank doing business as Western Bank

By: Bridgette J. Mull
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) ss

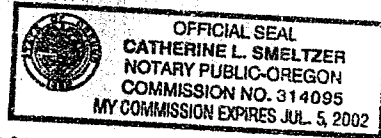


On this day before me, the undersigned Notary Public, personally appeared Andrew A. Patterson, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 4th day of March, 19 99.
By: Catherine L. Smeltzer Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires July 5, 2002

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 4th day of March, 19 99, before me, the undersigned Notary Public, personally appeared Catherine L. Smeltzer 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 Catherine L. Smeltzer Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires July 5, 2002

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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 4th day
of March A.D., 1999 at 11:16 o'clock A. M., and duly recorded in Vol. M99
of Mortgages on Page 7678

Linda Smith, County Clerk

FEE \$15.00

by Kathleen Ross

Unofficial Copy