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Vol 1799 Page 12551

Recording requested by:

**Wells Fargo Bank, N.A.**

Recording Requested by:

Wells Fargo Bank, 18700 NW Walker Rd.,  
Bldg. 92, Beaverton, OR 97006When Recorded Return to: **DATAPRO**Nationwide Recording Service, 17352 Daimler  
Street, #200, Irvine, CA 92614  
Code: WFTDINDEX AS A  
MODIFICATION  
OF DEED OF TRUST**MODIFICATION AGREEMENT  
(EQUITY LOANS)**

For Recorder's Use Only

1217917 2001  
19990681145180This Modification Agreement is entered into as of this 24th day of MARCH 1999  
FLOYD J. BARNETT AND NANCY M. CAMPBELL, NOT AS TENANTS  
IN COMMON BUT WITH THE RIGHT OF SURVIVORSHIP

by and between

(individually or collectively, "Current Trustor/Mortgagor") and Wells Fargo Bank, N.A., ("Bank") successor in  
interest to 1ST INTERSTATE BANK OF OREGON, N.A.WHEREAS, Current Trustor/Mortgagor is the owner of that certain real property described as follows (the  
"Property"):ASSESSOR'S PARCEL NUMBER (APN): R533934  
PARCEL 1: LOT 14, BLOCK 2, RIVERVIEW, OREGON KLAMATH COUNTY OREGONPARCEL 11: E 1/2 OF LOT 16, BLOCK 2, RIVERVIEW OREGON, KLAMATH COUNTY  
OREGON.WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage which was recorded on  
MAY 8, 1993 as Instrument Number 61078 in Book M93 at  
Page 9999 of the official records in the Office of the Recorder of KLAMATH County,  
State of OR ("Security Instrument"), which secures that certain promissory note dated 05/06/1993 ("Prior  
Note"), including any amendments thereto.WHEREAS, the obligors under the Prior Note continue to owe amounts thereunder under the Prior Note and desire  
to obtain a new advance, and both obligations have been consolidated into a new promissory note ("Consolidated  
Note") in the amount of:THIRTY-SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS  
(\$36,400.00); andWHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated  
Note by the Security Instrument; andWHEREAS, it is the intention of the parties that the obligations under the Prior Note will retain their current  
priority under the Security Instrument;

NOW THEREFORE, the parties hereto agree as follows:

1. The Security Instrument is hereby modified to provide that the obligations secured thereby are the obligations evidenced by and arising under the Consolidated Note dated 03-24-1999 in the amount of THIRTY-SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$ 36,400.00 )

in favor of Bank.

2. The Security Instrument is hereby modified to provide that the maturity date of the obligations secured by the Security Instrument is 04-10-2029

3. If the Security Instrument is a Deed of Trust, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such right by Beneficiary is prohibited by law.

4. If the Security Instrument is a Mortgage, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

5. The real property and the whole thereof described in the Security Instrument shall remain subject to the lien, charge or encumbrance of the Security Instrument and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Security Instrument or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Prior Note, the Consolidated Note and/or the Security Instrument.

6. All terms and conditions of the Security Instrument not expressly modified herein remain in full force and effect, without waiver or amendment. This modification and the Security Instrument shall be read together as one document.

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In witness whereof, the parties hereto have caused this Modification to be executed as of the day and year first above written.

CURRENT TRUSTOR

Floyd J. Barnett  
FLOYD J. BARNETT

3-25-99  
Date

Nancy M. Campbell  
NANCY M. CAMPBELL

3-25-99  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WELLS FARGO BANK, N.A.

Sam Fox

MAR 29, 99

BY: [Signature], Authorized Signer

3-25-99  
Date

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## ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Oregon, Klamath County }  
On March 25, 99 before me, Diane L Mitchell  
personally appeared Floyd J Barnett & Nancy McCampbell

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature: Diane L Mitchell

Diane L Mitchell  
Name (typed or printed)

My Commission expires: 12-7-02

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## ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF OREGON, WASHINGTON County } ss:

On March 29, 1999 before me, TAVIE Y. SMITHpersonally appeared Susan Parker

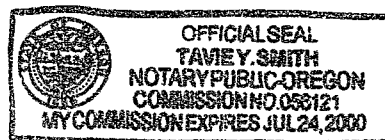
☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tavie Y. Smith

TAVIE Y. SMITH

Name (typed or printed)

My Commission expires: JULY 24, 2000

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Wells Fargo Bank the 7th day  
 of April A.D., 1999 at 11:52 o'clock A. M., and duly recorded in Vol. M99  
 of Mortgages on Page 12551

Linda Smith, County Clerk

FEE

\$30.00

by Kathleen Ross