### RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank 421 South 7th Street P.O. Box 688

Klamath Fells, OR \$7801-0322

### WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank 421 South 7th Etreet P.O. Box Skill Klamath Fails, OH 97601-0322

SEND TAX NOTICES TO:

William Ellis Acisms 247 Gage Road Klamath Falls, OR 97501

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 6, 1999, BETWEEN William Ellis Adams (referred to below as "Grantor"), whose address is 247 Gags Road, 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 665, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Granter and Lender have entered into a Deed of Trust dated May 8, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 7, 1996 in Volume M96 and Page 13033 in Klamath County, Oregon

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

Lot 1, Block 19, Linkville (now the City of Klamath Falis), according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and a portion of vacated 3rd Street, 120 feet in length and 2 feet wide, adjacent to said Lot 1, excepting a strip of land 8 feat wide off the Northerly end thereof for use for an alley through said block

The Real Property or its address is commonly known as 239 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is B476087

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 maturity date of the Deed is extended to May 5, 2000.

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 Lunder 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 soligate Lender to make any foldre modifications. Nothing in this windmication 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 flable all parties to the Deed of Trust and all parties, makers and endorsers 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.

GRANDOR LENDER: Washington Mutuai Bank doing business as Western Bank Authorized Offices INDIVIDUAL ACKNOWLEDGMENT STATE OF OREGON OFFICIAL SEAL
MICHELE TEMPLE
NOTARY PUBLIC-OREGON
COMMISSION NO. A \$ 06770
MYCOMMISSION EPIRES NOV. 11, 2001 KLAMATH COUNTY OF

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

Given under my hand and official seal thi	18 3 RD	Gay of	1AY	, <sub>19</sub>	
or unchila Car	26	Residing at _	KLAMAT	H FAUS	
Notary Public in and for the State of	DREGON	My commissi	ion expires	10V. 11 2001	

# MODIFICATION OF DEED OF TRUST

(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF OTLGON ) SS  COUNTY OF Klamoth ) SS  COUNTY OF Klamoth  COUNTY OF Klamoth  COUNTY OF COMMISSION NO. A 306770  MY COMMISSION PRIES NOV. 11, 2001					
this 3 Cd day of Mouth 19 99 before me the undersigned Notary Public, personally appeared and known to me to be the Loan Activities and voluntary act and deed of the said Lender, duty 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 Word of the State of My commission expires 100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   100.   10					

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State of Oregon, County of Klamath Recorded 5/10/99, at 2:59 PM at the referenced page, Vol. M99. Linda Smith, County Clerk

Fee \$ 15 -Linda Smith