

Recording requested by:

Wells Fargo Bank, N.A.

Recording Requested by:

Wells Fargo Bank, 18700 NW Walker Rd.,
Bldg. 92, Beaverton, OR 97006

When Recorded Return to: **DATA PRO**

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19991241508*20

MODIFICATION AGREEMENT (EQUITY LOANS)

This Modification Agreement is entered into as of this 31st day of MAY 1999
MARK WINTERS, AN UNMARRIED MAN

by and between

(individually or collectively, "Current Trustor/Mortgagor") and Wells Fargo Bank, N.A., ("Bank") successor in
interest to N/A

WHEREAS, Current Trustor/Mortgagor is the owner of that certain real property described as follows (the
"Property"):

ASSESSOR'S PARCEL NUMBER (APN): 3809-28CA-11800
SEE ATTACHED EXHIBIT 'A'

WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage which was recorded on
MARCH 30, 1999 as Instrument Number 77117 in Book M99 at
Page 11094 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 03/19/1999 ("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:

FIFTY-ONE THOUSAND SEVEN HUNDRED TWENTY AND ONE HUNDRED DOLLARS
(\$51,720.00); and

WHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated
Note by the Security Instrument; and

WHEREAS, it is the intention of the parties that the obligations under the Prior Note will retain their current
priority under the Security Instrument;

*Index as a modification
of Deed of Trust*

*OK
35*

21684

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 05-13-1999 in the amount of FIFTY-ONE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$ 51,720.00)

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 05-15-2029 .

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



MARK WINTERS

5/13/99
Date

Date

Date

Date

WELLS FARGO BANK, N.A.

BY: 

, Authorized Signer

MAY 18 1999

5-13-99
Date

21686

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF OREGON, Klamath County ss
 On MAY 13, 1999 before me, Judy McCullick
 personally appeared MARK WINTERS

☐ 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: Judy McCullick

Judy McCullick
 Name (typed or printed)



My Commission expires: 06.30.02

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EXHIBIT "A"

LOTS 5 AND 6, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

EXCEPTING THEREFROM:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 6; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF PACIFIC TERRACE, A DISTANCE OF 75 FEET TO A POINT WHICH IS 25 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF LOT 5; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO AND 25 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 93 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF PACIFIC TERRACE, A DISTANCE OF 75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 6; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 6 A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOTS 5 AND 6, BLOCK 39, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

CODE 1 MAP 3809-28CA TL 11800

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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF OREGON, WASHINGTON County } ss:

On 5/18/99 before me, DONNA M. HARDYpersonally appeared: Crystal Murphy

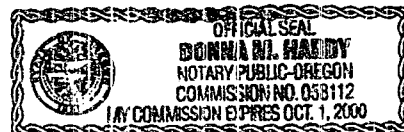
personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Donna M. Hardy

DONNA M. HARDY

Name (typed or printed)

My Commission expires: 10-01-00

State of Oregon, County of Klamath
 Recorded 5/02/99, at 2:09 p.m.
 In Vol. M99 Page 21683
 Linda Smith, County Clerk
 Fee \$ 35-

Linda Smith