

1999 JUN 30 PM 3: 33

RECORDATION REQUESTED BY:

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

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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:

Steven B. Tuter and Linda C. Tuter  
2869 Homedale Road  
Klamath Falls, OR 97603

Aspen 04049593

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

Blaine

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 23, 1999, BETWEEN Steven Tuter and Linda Tuter (referred to below as "Grantor"), whose address is 2869 Homedale Road, 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.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 14, 1996 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 17, 1996 in Klamath County, State of Oregon as Instrument No. 18292

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded 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 2869 Homedale Road, Klamath Falls, OR 97603. The Real Property tax identification number is R522955.

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 of Trust is extended to May 29, 2049; and is hereby increased to \$20,000.00

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:

X Steven B. Tuter  
Steven B. Tuter

Linda C. Tuter  
Linda C. Tuter

LENDER:

Washington Mutual Bank doing business as Western Bank

By: Aspen  
Authorized Officer

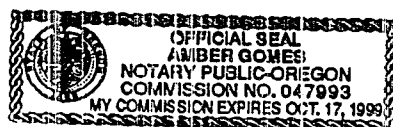
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS

On this day before me, the undersigned Notary Public, personally appeared Steven B. Tuter and Linda C. Tuter, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

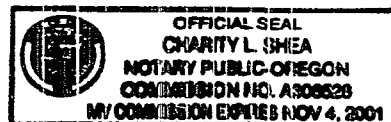
Given under my hand and official seal this 23<sup>rd</sup> day of June, 19 99.

By Aspen Residing at Klamath Falls OR  
Notary Public in and for the State of Oregon My commission expires Oct 17, 1999



LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this 23rd day of June, 1999, before me, the undersigned Notary Public, personally appeared Amber Gomes and known to me to be the lending 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 Charity L. Shea Residing at Klamath Falls OR  
Notary Public in and for the State of Oregon My commission expires Nov. 4, 2001

EXHIBIT "A"

26247

The West 132 feet of Lot 5, Cloverdale, in the County  
of Klamath, State of Oregon.  
Code 41 Map 3909-2DD-TL 6000

State of Oregon, County of Klamath  
Recorded 6/30/99, at 3:23 p. m.  
In Vol. M99 Page 26245  
**Linda Smith,**  
County Clerk Fee \$ 20 - HE