

1999 JUL 21 PM 2:12

RECORDATION REQUESTED BY:

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

Vol M99 Page 29080

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:

William Ellis Adams
247 Gage Road
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 16, 1999, BETWEEN William Ellis Adams, an estate in fee simple (referred to below as "Grantor"), whose address is 247 Gage 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 669, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 13, 1999 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded January 13, 1999 as Instrument No. 73183 Volume M99 Page 1650 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, LINCOLN (now City of Klamath Falls), 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 feet 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 R476087.

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 July 13, 2009.

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 William Ellis Adams
William Ellis Adams

LENDER:

Washington Mutual Bank doing business as Western Bank:

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared William Ellis Adams, 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.

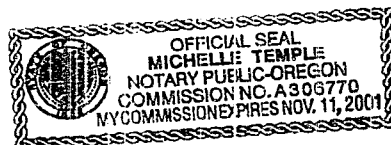
Given under my hand and official seal this 16th day of July, 19 99.

By Michelle Temple Residing at Oregon
Notary Public in and for the State of Oregon My commission expires Nov. 11, 2001

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) SS



On this 16th day of July, 1999, before me, the undersigned Notary Public, personally appeared Chick Skyberg and known to me to be the loan 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 Michelle Temple
Notary Public in and for the State of Oregon

Residing at Oregon
My commission expires Nov. 11, 2001

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State of Oregon, County of Klamath
Recorded 7/21/99, at 2:12 p. m.
In Vol. M99 Page 29080
Linda Smith,
County Clerk Fee \$ 15 KL