

**RECORDATION REQUESTED BY:**

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

1999 AUG -3 AM 10:11

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**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:**

Lila J. Dickinson  
1033 Burgdorf Road  
Bonanza, OR 97623

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 28, 1999, BETWEEN Lila J. Dickinson, an estate in fee simple (referred to below as "Grantor"), whose address is 1033 Burgdorf Road, Bonanza, OR 97623; 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 May 18, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 20, 1998 as Instrument No. 58521, Volume 98 and Page 17224 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:

See Exhibit "A" attached hereto and by this reference incorporated herein

The Real Property or its address is commonly known as 1033 Burgdorf Road, Bonanza, OR 97623. The Real Property tax identification number is R603742 and R603733.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Pursuant to the execution of that certain Change in Terms Agreement of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to August 15, 1999

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 endorers 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 Lila J. Dickinson  
Lila J. Dickinson

**LENDER:**

Washington Mutual Bank doing business as Western Bank

By: [Signature]  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this day before me, the undersigned Notary Public, personally appeared Lila J. Dickinson, 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 28th day of JULY, 19 99.  
By Michelle Temple  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires Nov 11, 2001

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LENDER ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Klamath

) SS



On this 28th day of July, 1999, before me, the undersigned Notary Public, personally appeared WILLIAM S. BERST 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

Residing at

Klamath Falls

Notary Public in and for the State of

Oregon

My commission expires

Nov. 11, 2001

## EXHIBIT "A"

Lot 6 and the NE ¼ SW ¼ of Section 6, Township 39 South, Range 11 East of the Willamette Meridian.

And

Beginning at the center of Section 6, Township 39 South, Range 11 East of the Willamette Meridian; thence North on the North-South centerline, a distance of 183.7 feet to an iron pipe; thence North 29° 51' West 843.7 feet to an iron pipe; thence North 66.7 feet to an iron pipe; thence North 89° 38' West to the West line of Section 6; thence South along the West Section line to the West quarter corner thereof; thence East to the point of beginning.

State of Oregon, County of Klamath  
Recorded 8/03/99, at 10:11 a. m.  
In Vol. M99 Page 30912

**Linda Smith,**

County Clerk

Fee \$ 20 - RP