

1999 OCT 11 AM 9:53

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 40255

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:

Kenneth Scott Dugan  
522 Pacific Terrace  
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 SEPTEMBER 17, 1999, BETWEEN Kenneth Scott Dugan (referred to below as "Grantor"), whose address is 522 Pacific Terrace, 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 August 29, 1989 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded September 1, 1989 in the official records of Klamath County, State of Oregon as Document No. 40037 at Volume M89, Page 16537

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 677 South Seventh Street, Klamath Falls, OR 97601. The Real Property tax identification number is 476684, 476728, 477914 and 17378.

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 17, 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 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 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.

GRANTOR:

x

*Kenneth Scott Dugan*  
Kenneth Scott Dugan

LENDER:

Washington Mutual Bank doing business as Western Bank

By:

*[Signature]*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

*Oregon*

COUNTY OF

*Klamath Falls* SS



On this day before me, the undersigned Notary Public personally appeared **Kenneth Scott Dugan**, 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

*27th*

day of *September*, 19 *99*

By

*Michelle Temple*  
Notary Public in and for the State of *Oregon*

Residing at

*Klamath Falls, OR*

My commission expires

*Nov. 11, 2001*

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss



On this 27th day of September, 1999, before me, the undersigned Notary Public, personally appeared Chuck Skjoberg 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, OR  
Notary Public in and for the State of Oregon My commission expires Nov. 11, 2001

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State of Oregon, County of Klamath  
Recorded 10/11/99, at 8:58 a.m.  
In Vol. M99 Page 40255  
Linda Smith,  
County Clerk Fee \$ 15.00