

RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank
300 East Main Street
P.O. Box 4370
Medford, OR 97501-0168

Vol M99 Page 43752**WHEN RECORDED MAIL TO:**

Washington Mutual Bank doing business as Western Bank
300 East Main Street
P.O. Box 4370
Medford, OR 97501-0168

1999 NOV -2 AM 11: 22

SEND TAX NOTICES TO:

Steven J. Asher and Lisa A. Asher
329 Crater Lake Avenue (P.O. Box 278, Ashland, OR 97520)
Medford, OR 97504

AMERTITLE, has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

MTC 1396-1394

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 27, 1999, BETWEEN Steven J. Asher and Lisa A. Asher, as tenants by the entirety (referred to below as "Grantor"), whose address is 329 Crater Lake Avenue (P.O. Box 278, Ashland, OR 97520), Medford, OR 97504; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 300 East Main Street, P.O. Box 4370, Medford, OR 97501-0168.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated December 28, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded December 30, 1998 in Klamath County, State of Oregon, Volume M98, Page 47747

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 11546 Viestral Road, Klamath Falls, OR 97603. The Real Property tax identification number is 3808-004C0-06300.

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 December 1, 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 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 J. Asher

X Lisa A. Asher

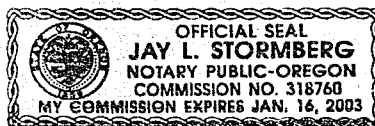
LENDER:

Washington Mutual Bank doing business as Western Bank

By: Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Jackson) SS



On this day before me, the undersigned Notary Public, personally appeared Steven J. Asher and Lisa A. Asher, 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 28th day of October, 19 99.

By Jay L. Stormberg

Residing at Medford

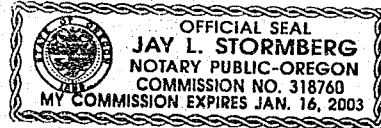
Notary Public in and for the State of Oregon

My commission expires 1/16/03

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LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Jackson) SS



On this 28th day of October, 1999, before me, the undersigned Notary Public, personally appeared K. Williams and known to me to be the 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 Jay L. Stormberg
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 1/16/03

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EXHIBIT "A"

Lot 161 of Running Y Resort, PHASE 2 Plat, recorded November 25, 1996 in Klamath County Oregon.

State of Oregon, County of Klamath
Recorded 11/02/99, at 1:22 a.m.
In Vol. M99 Page 43752
Linda Smith,
County Clerk Fee \$ 15.00