

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 51085

1997 DEC 29 PM 3:06

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:

Edward R. Biggs and Kathleen M. Biggs
P.O. Box 307
Malin, OR 97532

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

K53935

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 24, 1999, BETWEEN Edward R. Biggs and Kathleen M. Biggs, Joint Tenants with Rights of Survivorship (referred to below as "Grantor"), whose address is P.O. Box 307, Malin, OR 97632; 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 April 27, 1999 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded May 3, 1999 In County of Klamath, State of Oregon in Volume M99 at Page 16674

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

In Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 3: SE 1/4 SW 1/4

Section 10: NE 1/4 NW 1/4 and N 1/2 SW 1/4 NE 1/4

The Real Property or its address is commonly known as **Malin Road, Malin, OR 97632**. The Real Property tax identification number is 4112-01000-00400, 4112-00300-01700 and 4112-01000-00500.

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

The real property description "Section 10: NE 1/4 NW 1/4 and N 1/2 SW 1/4 NE 1/4" is hereby modified to read as "Section 10: NE 1/4 NW 1/4 and NW 1/4 NW 1/4"

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 charged 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 Edward R. Biggs
Edward R. Biggs

x Kathleen M. Biggs
Kathleen M. Biggs

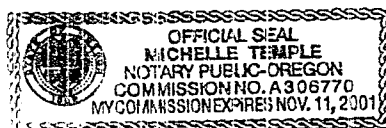
LENDER:

Washington Mutual Bank doing business as Western Bank

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS



144.

On this day before me, the undersigned Notary Public, personally appeared Edward R. Biggs and Kathleen M. Biggs, 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.

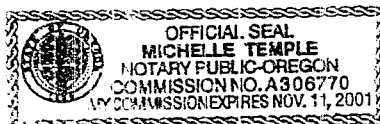
Given under my hand and official seal this 17th day of December, 1999.

By Michelle Temple Residing at Klamath Falls
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 17th day of December, 19 99, before me, the undersigned Notary Public, personally appeared Bridgett Smith 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

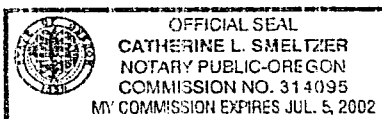
Residing at Klamath Falls
My commission expires Nov. 11, 2001

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State of Oregon)
County of Klamath)

Signed and sworn (or affirmed) before me on
12-21-99 by Kathleen M. Biggs

Catherine L. Smeltzer
Notary My Commission Expires July 5, 2002



State of Oregon, County of Klamath
Recorded 12/29/99, at 3:06 p.m.
In Vol. M99 Page 51685
Linda Smith,
County Clerk Fee \$ 15.00