

RECORDATION REQUESTED BY:

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

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:

Ervin James Thornton also known as Ervin J. Thornton and  
Elsie Deane Thornton  
4360 Homedale Road  
Klamath Falls, OR 97603

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2000, BETWEEN Ervin James Thornton also known as Ervin J. Thornton and Elsie Deane Thornton (referred to below as "Grantor"), whose address is 4360 Homedale Road, Klamath Falls, OR 97603; 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.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 22, 1995 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Recorded December 28, 1995 as Document No. 11183, Volume M95, Page 35395 in Klamath County, Oregon

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

Lots 8, 9, 10, 11 and 12 of the Southerly 1 foot of Lot 13 in Block 13 of Industrial Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 522 Adam Street, Klamath Falls, OR 97601. The Real Property tax identification number is R476879 & R478888.

**MODIFICATION.** Grantor and Lender hereby modify the Mortgage 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 April 10, 2001.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage 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 Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

x Ervin James Thornton Ervin J. Thornton  
Ervin James Thornton also known as Ervin J. Thornton

x Elsie Deane Thornton  
Elsie Deane Thornton

LENDER:

Washington Mutual Bank doing business as Western Bank

By: [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona )  
 ) SS  
COUNTY OF La Paz )



On this day before me, the undersigned Notary Public, personally appeared Ervin James Thornton also known as Ervin J. Thornton and Elsie Deane Thornton, to me known to be the individuals described in and who executed the Modification of Mortgage, 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 4<sup>th</sup> day of February, 2000.  
By Mary E. Minor Residing at 676 Navajo Park, by  
Notary Public in and for the State of Arizona My commission expires March 26, 2002

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 10<sup>th</sup> day of February, 2000, before me, the undersigned Notary Public, personally appeared Chuck 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 Residing at Klamath Falls, Or  
Notary Public in and for the State of Oregon My commission expires Nov. 11, 2001

State of Oregon, County of Klamath  
Recorded 3/01/00, at 10:49 a. m.  
In Vol. M00 Page 6437  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup>