

'01 JUN 5 AM 9:39

RECORDATION REQUESTED BY:

Washington Mutual Bank dba Western Bank
Southern Oregon BBC
601 Crater Lake Avenue
P.O. Box 1047
Medford, OR 97501-0225

Vol MQ1 Page 26245

WHEN RECORDED MAIL TO:

Washington Mutual Bank dba Western Bank
Southern Oregon BBC
601 Crater Lake Avenue
P.O. Box 1047
Medford, OR 97501-0225

SEND TAX NOTICES TO:

William Ellis Adams
247 Gage Road
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 dated May 24, 2001, is made and executed between William Ellis Adams, whose address is 247 Gage Road, Klamath Falls, OR 97601 ("Grantor") and Washington Mutual Bank dba Western Bank, Southern Oregon BBC, 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501-0225 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 6, 1996 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded May 7, 1996, in Volume M96 and Page 13033, Klamath County, State of Oregon as modified from time to time.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Lot 1, Block 19, Linkville (now the City of Klamath Falls), according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and a portion of vacated 3rd Street, 120 feet in length and 2 feet wide, adjacent to said Lot 1, excepting a strip of land 8 feet wide off the Northerly end thereof for use for an alley through said block

The Real Property or its address is commonly known as 239 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is R476087.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust 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 May 5, 2002.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 24, 2001.

GRANTOR:

x William Ellis Adams
William Ellis Adams, Individually

LENDER:

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared William Ellis Adams, 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 24th day of MAY, 2001.

By Ann Cook Hampton

Residing at KLAMATH FALLS OR

Notary Public in and for the State of OREGON

My commission expires 1-3-03

MODIFICATION OF DEED OF TRUST
(Continued)

26246

Loan No: 0301

Page 2

LENDER ACKNOWLEDGMENT

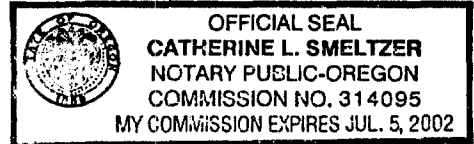
STATE OF OREGON

)

) SS

COUNTY OF KLAMATH

)



On this 24th day of May, 2001, before me, the undersigned Notary Public, personally appeared HUGH CASTELL and known to me to be the Business Banking 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 Catherine L. Smeltzer
Notary Public in and for the State of Oregon

Residing at Klamath Falls, OR
My commission expires July 5, 2002

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.15.11.01 (c) Copyright 1997, 2001. All Rights Reserved. - OR J:\CPL-WIN\CPPLD\G202.FC TR-17338 PR-COMM46]

State of Oregon, County of Klamath
Recorded 06/05/01, at 9:39a m.
In Vol. M01 Page 26245
Linda Smith,
County Clerk Fee\$ 26⁰⁰