

'01 AUG 1 PM2:54

RECORDATION REQUESTED BY:

Washington Mutual Bank dba Western Bank  
Bend BBC  
450 N.W. Franklin  
P.O. Box 1226  
Bend, OR 97709-1226

Vol M01 Page 38545

WHEN RECORDED MAIL TO:

Washington Mutual Bank dba Western Bank  
Bend BBC  
450 N.W. Franklin  
P.O. Box 1226  
Bend, OR 97709-1226

SEND TAX NOTICES TO:

Clyde A. Collins  
Linda J. Collins  
3853 Meadow Park Lane  
Torrance, CA 90505

K43256

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 25, 2001, is made and executed between Clyde A. Collins and Linda J. Collins, whose address is 3853 Meadow Park Lane, Torrance, CA 90505 ("Grantor") and Washington Mutual Bank dba Western Bank, Bend BBC, 450 N.W. Franklin, P.O. Box 1226, Bend, OR 97709-1226 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 1, 1991 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 1, 1991 as Instrument No. 31335 in Klamath County, 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:

See Exhibit "A" attached hereto and by this reference incorporated herein

The Real Property or its address is commonly known as \*\*NNA\*\* South Sixth & Madison, Klamath Falls, OR 97603.

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 October 5, 2001.

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.

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 JULY 25, 2001.

GRANTOR:

x Clyde A. Collins, Individually

x Linda J. Collins, Individually

LENDER:

x Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

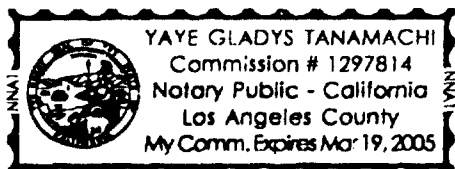
STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On this day before me, the undersigned Notary Public, personally appeared Clyde A. Collins and Linda J. Collins, 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 27<sup>th</sup> day of JULY, 2001.

By Yaye Gladys Tanamachi  
Notary Public in and for the State of CALIFORNIA

Residing at 805 W. 157<sup>th</sup> St. GARDENA, CA 90247  
My commission expires 3-19-2005



K31

**RECORDATION REQUESTED BY:**

Washington Mutual Bank dba Western Bank  
Bend BBC  
450 N.W. Franklin  
P.O. Box 1226  
Bend, OR 97709-1226

38546

**WHEN RECORDED MAIL TO:**

Washington Mutual Bank dba Western Bank  
Bend BBC  
450 N.W. Franklin  
P.O. Box 1226  
Bend, OR 97709-1226

**SEND TAX NOTICES TO:**

Clyde A. Collins  
Linda J. Collins  
3853 Meadow Park Lane  
Torrance, CA 90505

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY


**EXHIBIT "A"**

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated July 25, 2001, and executed in connection with a loan or other financial accommodations between WASHINGTON MUTUAL BANK DBA WESTERN BANK and Clyde A. Collins and Linda J. Collins.

The following described real property situate in Klamath County, Oregon: **PARCEL 1:** Lot 1 in Block 1 of Agri-Commerce Center, Tract 1237, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. **PARCEL 2:** That portion of Lot 2 in Block 1 of Agri-Commerce Center, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Commencing at the initial point of the Agri-Commerce Center; running thence North 89°16'53" East 258.78 feet; thence North 20°14'35" West 164.97 feet; thence North 45°09'00" East 112.02 feet to the True Point of Beginning; thence North 52°30'40" West 173.94 feet; thence 26.03 feet along a 70.00 foot radius curve left, the long chord of which bears North 44°40'41" East 25.88 feet; thence North 34°01'31" East 73.97 feet to the Southeasterly right-of-way line of South Sixth Street; thence along said right of way line South 55°05'57" East 52.52 feet; thence South 51°20'32" East 136.06 feet; thence leaving said right-of-way, South 45°09'00" West 100.00 feet to the True Point of Beginning. **PARCEL 3:** That portion of Lot 3 in Block 1 of Agri-Commerce Center, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly right of way line of Patterson Street, said point being North 01°03'15" West 218.49 feet from the initial point of the Agri-Commerce Center; running thence North 01°03'15" West 110.00 feet; thence leaving said right-of-way line, North 88°56'45" East 110.62 feet; thence 18.90 feet along a 70.00 foot radius curve left, the long chord of which bears North 81°12'13" East 18.84 feet; thence South 01°03'15" East 112.54 feet; thence South 88°56'45" West 129.29 feet to the True Point of Beginning.

THIS EXHIBIT "A" IS EXECUTED ON JULY 25, 2001.

GRANTOR:

X   
Clyde A. Collins, Individually

  
Linda J. Collins, Individually

MODIFICATION OF DEED OF TRUST  
(Continued)

38547

Page 2

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS  
)



On this 31 day of July, 20 01, before me, the undersigned Notary Public, personally appeared Doug Canale and known to me to be the Authorized 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 [Signature]  
Notary Public in and for the State of Oregon

Residing at 421 S. 7th St.  
My commission expires 10-31-04

LASER PRO Lending, Ver. 5.17.01.05 Copr. Harland Financial Solutions, Inc. 1997, 2001 All Rights Reserved - OR J\CFI-WINCFNLPL\G202 FC TR-19262 PR-COMM5

State of Oregon, County of Klamath  
Recorded 08/01/01 at 2:54 p.m.  
In Vol. M01 Page 38545  
Linda Smith,  
County Clerk Fee \$ 31.00